

**AMENDED**  
City Hall  
80 Broad Street  
May 23, 2017  
4:30 p.m.

**COMMITTEE ON WAYS AND MEANS**

1. Invocation – Councilmember Williams
2. Approval of Minutes:
  - a.) May 9, 2017
3. Bids and Purchases
4. Budget Finance and Revenue Collections: Approval to transfer funds in the amount of \$199,061 from the Emergency Fund line-item to cover expenditures for Hurricane Matthew
5. Budget Finance and Revenue Collections: Request approval of the Year 2016 Amendment to General Fund & Enterprise Funds Expenditure Budget [Ordinance]
6. Budget Finance and Revenue Collections: Request approval of the Year 2016 Amendment to General Fund & Enterprise Funds Revenue Budget [Ordinance]
7. Office of Cultural Affairs: Approval to apply for a Coastal Community Foundation Open Grant in the amount of \$10,000 for the Free Verse Festival, Charleston's first poetry festival. Funds will be used for artistic fees and production costs. No City match is required.
8. Office of Cultural Affairs: Approval to accept a grant award from the Gaylord and Dorothy Donnelley Foundation in the amount of \$5,000 to support the 2017 Piccolo Spoleto Festival. Funds will be used to support performances during the Festival. No City match is required.
9. Recreation: Approve the Contract between the City of Charleston and the Charleston County School District to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.
10. Recreation: Approve the Contract between the City of Charleston and the Lowcountry Food Bank to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.
11. The Committee on Community Development: (Meeting was held May 16, 2017 at 4:00 p.m. at City Hall, Council Chamber, 80 Broad Street)

- a. Approval of a Memorandum of Understanding from Sky Garden Developers
12. The Committee on Traffic and Transportation: (Meeting was held May 23, 2017 at 3:30 p.m. at City Hall, First Floor Conference Room)
- a. Approval of 2017-2018 Vendor Spaces
  - b. Approval of 2017-2018 Bid Specifications for Street Vendor Spaces
  - c. Approval of 2017-2018 Franchise Agreement for Vendor Spaces
13. The Committee on Real Estate: (Meeting was held May 22, 2017 at 4:00 p.m. at City Hall, First Floor Conference Room, 80 Broad Street)
- a. Approval of a facility rental with Bethel United Methodist Church for Piccolo Spoleto Festival of Churches and Synagogues on June 2, 3, 4, and 10, 2017 (57 Pitt Street)
  - b. Authorize the Mayor to purchase the above referenced property from Walter Jaudon for the sum of \$50,000. The property is strategically located at the entrance of the Maryville-Ashleyville neighborhoods and provides the City an opportunity to bring much needed affordable homeownership to West Ashley. An adjacent parcel [TMS: 418-11-00-205] was purchased in 2015. This acquisition will allow for the complete development of the gateway to the neighborhood. The funds for this acquisition will be derived from HOME Investment Partnerships program income. [TMS: 418-11-00-206; 0 Hillsboro Street]
  - c. Request approval for the Mayor to execute the attached Agreement to Buy and Sell Real Estate whereby the City intends to purchase 2.52 acres at the intersection of Highway 7 and Highway 171 from Faison-Sumar Street, LLC for \$3,029,500 (TMS: 352-08-00-006; Intersection of Highway 7 and 171). The property is owned by Faison-Sumar Street, LLC.
  - d. Request approval for the Mayor to execute the Memorandum of Understanding whereby East Line Partners LLC 1) intends to purchase a 0.57 acre parcel (bound by Meeting Street on the east, Sheppard Street on the south and I-26 ramps on the north and west) from SC DOT, and 2) transfer approximately 0.28 acres of the parcel to the City of Charleston as a linear park connection following completion of their development. (TMS: 459-05-03-138; Sheppard Street). The property is owned by East Line Partners, LLC.
  - e. Request approval for the Mayor to execute the Third Amendment to the Lease for 3 Lockwood whereby the rent due from Charleston Marine Holdings (Tenant) for the first extension period is set in accordance with the Lease and 2<sup>nd</sup> Amendment, and the City grants one additional five year extension. (TMS: 460-14-00-016; 3 Lockwood). The property is owned by the City of Charleston.
  - f. Request approval for Mayor to consent to terminate the Cannon Street YMCA's grant of 15 foot ingress-egress easement on YMCA's Cannon Street property to Smith Morris, LLC (now

Gathering at Morris Square) (TMS: 460-12-01-008; 61 Cannon Street). The property is owned by Cannon Street YMCA.

g. Consider the following annexations:

(i) Properties on Maybank Highway and Zelasko Drive (TMS# 313-00-00-071; and 313-00-00-072, 073, 231, 252, 332) 20.858 acres, Johns Island (District 5). The property is owned by the Estate of Thomas S. Morris.

(ii) 3037 Maybank Highway (TMS# 313-00-00-075) 5.578 acres, Johns Island (District 5). The property is owned by Julian and Constance Kornahrens.

(iii) A portion of 2115 River Road (TMS# 345-00-00-067) 6.13 acres, Johns Island (District 5). The property is owned by Susan P. Polk and Laurie Edward Polk.

(iv) Property known as Bees Ferry Road and Hughes Road (TMS# 287-00-00-054 and 287-00-00-347) 12.439 acres, West Ashley (District 5). The property is owned by heirs of Phillis Washington.

**h. An ordinance authorizing the Mayor to execute on behalf of the City the necessary documents to effectuate the land transfers contemplated by the Fourth Amendment to the Daniel Island Development Agreement, to include but not be limited to: a trail easement to Daniel Island Town Association, Inc.; a deed to Daniel Island Town Association, Inc. pertaining to City owned property bearing TMS No. 275-00-00-148 (Lot 1, Parcel R, Block O), along with an assignment of U.S. Army Corps of Engineers permit no. 200O-IP-319; a deed to Daniel Island Town Association, Inc. pertaining to property to be received by the City that will comprise a waterfront park; and a ground lease to Daniel Island Town Association, Inc. pertaining to City owned property comprised of 32.340 acres (Parcel AA, Phase 5) and 19.812 acres (Parcel AA, Phase 2) and a mortgage satisfaction.**

**i. Approval to grant a License to Daniel Island Town Association, Inc. to access City-owned property on Daniel Island comprised of 32. 340 acres (Parcel AA, Phase 5) and 19.812 acres (Parcel AA, Phase 2) prior to the execution of a Ground Lease to enable the property to be grassed and otherwise timely prepared for recreational use, provided the form of the License is approved by Corporation Counsel.**

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

3a.)

## COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

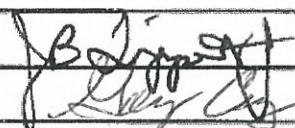
FROM: Interim Chief John Tippet DEPT. Fire Department

SUBJECT: PURVIS STATION ALERTING SYSTEM

REQUEST: Approval to purchase the Purvis Fire Station Alerting System for the  
Carolina Bay and Cainhoy (temporary) Fire Station from Purvis  
Systems, Inc. 88 Silva Lane, Middletown, RI 02842. Sole Source

COMMITTEE OF COUNCIL: Ways & Means DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Parks/Cap. Proj. Fire/Fire Account #: 051393-58015 \$44,593.7  
2/0000-52206 \$38,815.6

Balance in Account \$44,593.70 / \$38,815.65 Amount needed for this item \$83,309.35

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☐

**NEED:** Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

**FISCAL IMPACT:** \$44,553.70 - Carolina Bay; \$38,815.65 - Cainhoy

Mayor's Signature: John J. Tecklenburg

John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

## **Sole Source Justification Purvis Dormitory Lighting Option**

Charleston County installed a state of the art station alerting system provided by Purvis Systems in all fire station locations in 2014. This installation included city fire stations. The system provided all fire stations with a basic, standardized alarm notification system that included a station control unit, new speakers and wiring. There are a variety of options that can be added to enhance the alarm notification process. These options range from digital reader boards to modules that control station functions (e.g., doors, locks, appliances, lighting).

The individual fire departments were provided with a list of options they could purchase at the home agency's expense. Charleston Fire Department elected to purchase printer units for each station during the initial install so companies alerted for calls would have a hard copy of the dispatch and requested pricing on a lighting module.

In 2015, the fire department's budget request included the purchase of an additional option that would further lower the jolt firefighters experience in the alarm notification sequence and improve firefighter safety when stations are dispatched after hours. This option would provide a module connected to lighting packages that would activate in the dormitories as the first step in the alarm notification process. The lighting feature serves two purposes. First, it awakens sleeping firefighters before the ramped audible alert activates, providing a less stressful effect on the firefighters waking up from a sound sleep. Second, the lighting is configured to provide rapid visual acuity and orientation that allows the crews to exit the dormitory with less chance to trip over hazards encountered in a darkened room. Currently, one of the firefighters has to locate a light switch after the alarm is received, or the crew makes their way to the apparatus in the dark. The 2015 request was an unfunded project and funds were unable to be located.

The project was approved for funding in 2016 and the fire department would like to proceed with a sole source contract with Purvis Systems as the vendor. The reasons for the sole source request are:

- Purvis Systems is the proprietary vendor of the station alerting system the fire department has installed in all of its stations.
- The lighting module and lighting package requested is a Purvis Systems's designed product that will integrate seamlessly into the existing system.
- Purvis Systems has a proven record of reliability that we should continue to take advantage of versus using an untried product.
- Installing the Purvis Systems's version of the station lighting module would ensure continuous and consistent operation of the station alerting package and maintain all components of the station alerting system under one vendor umbrella.

## PURVIS PRICE QUOTATION - CHARLESTON COUNTY AGENCIES

**PURVIS SYSTEMS**  
INCORPORATED

88 Silva Lane  
Middletown, RI 02842  
Sales: J. Mascola 401-619-2466  
Contracts: M Craft 401-845-8401

Tax ID #: 11-2299301

Date: May 9, 2017

Quote #: PC2018-01

Agency: City of Charleston

Address: 1451 King Street Ext  
Charleston, SC 29405

Agency POC: John Tippet Jr., Deputy Fire Chief

Phone #: 843-720-1981

**Scope of Work:**

Provide and install the PURVIS Fire Station Alerting System components in the new Carolina Bay Fire Station for the City of

**Project Roles and Responsibilities:**

- PURVIS will provide all FSAS equipment defined below.
- PURVIS will install all hardware in customer approved station locations see station floor plans.
- PURVIS will update configuration requirement documents
- PURVIS will configure software to support new department and associated station/units.
- PURVIS will test software configurations prior to deployment in Software Validation Test (SVT) environment
- PURVIS will test software in SVT environment.
- PURVIS will update production environment
- PURVIS will test production software after deployment.
- PURVIS will warranty and support the new hardware
- CHASCO will provide all required conduit for the FSAS cabling and wire.
- CHASCO will provide static IP addresses as required for FSAS equipment.
- CHASCO will provide assistance during installation and testing of the deployment
- CHASCO/PURVIS will agree on a deployment date.

**Hardware:**

Item	PURVIS Part #	Quantity	Unit Price	Quantity Discount % (if applicable)	Adjusted Unit Price	Extended Price
Station Control Unit (SCU) - Wall Mount with Integrated Touch	315-030002-131-NN	1	\$18,500.00		\$18,500.00	\$18,500.00
Audio Control Unit	315-070003-131	1	\$3,230.00		\$3,230.00	\$3,230.00
Uninterruptible Power Supply (UPS) - Line Interactive	315-040304-131	1	\$770.00		\$770.00	\$770.00
UPS Mounting Bracket	315-040304-131-1	1	\$175.00		\$175.00	\$175.00
Ceiling Speaker, 8" (Self-Amp)	315-130300-131-SO	15	\$65.00		\$65.00	\$975.00
Ceiling Speaker Drywall Mounting Ring	315-130352-131	15	\$20.00		\$20.00	\$300.00
Outdoor/Bay Speaker (Self-Amp) 15w	315-150300-131	4	\$135.00		\$135.00	\$540.00
Rip and Run Thermal Printer	315-170101-131	1	\$695.00		\$695.00	\$695.00
Rip and Run Thermal Printer Stand	315-170102-131	1	\$125.00		\$125.00	\$125.00
Red/White LED Light, 3"	315-220002-131	14	\$80.00		\$80.00	\$1,120.00
<b>TOTAL</b>						<b>\$26,430.00</b>
Sales and Use Tax					9.0%	\$2,378.70
<b>TOTAL HARDWARE</b>						<b>\$28,808.70</b>

Hardware Prices do not include installation or any system configuration, if applicable. Any applicable manufacturer warranties will be extended to the customer.

Hardware lead times are a 10 weeks after receipt of order (ARO)

**FIXED PRICE SERVICES:**

Description	Price	Discount % (if applicable)	Sales & Use Tax	Extended Price
System Implementation	\$4,300.00			\$4,300.00
System Installation	\$11,485.00			\$11,485.00
<b>TOTAL SERVICES</b>				<b>\$15,785.00</b>

**GRAND TOTAL****\$44,593.70**

Validity: This Quote is valid for 90 days

**Payment Terms: NET 30.**

END-USER LICENSE/MAINTENANCE AGREEMENTS: All purchased hardware and software resulting from this quote will be licensed, warranted and maintained under PURVIS FSAS End-User License Agreement and PURVIS FSAS Warranty, Maintenance and Service Agreement with the Charleston County Agencies

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

## PURVIS PRICE QUOTATION - CHARLESTON COUNTY AGENCIES

**PURVIS SYSTEMS**  
INCORPORATED

88 Silva Lane  
Middletown, RI 02842  
Sales: J. Mascola 401-619-2466  
Contracts: M Craft 401-845-8401

Tax ID #: 11-2299301

Date: May 15, 2017

Quote #: PC2018-06

Agency: City of Charleston

Address: 1451 King Street Ext  
Charleston, SC 29405

Agency POC: John Tippet Jr., Deputy Fire Chief

Phone #: 843-720-1981

**Scope of Work:**

Provide and install the PURVIS Fire Station Alerting System components in the new Fire Station 21 for the City of Charleston.

**Project Roles and Responsibilities:**

- PURVIS will provide all FSAS equipment defined below.
- PURVIS will install all hardware in customer approved station locations see station floor plans.
- PURVIS will update configuration requirement documents
- PURVIS will configure software to support new department and associated station/units.
- PURVIS will test software configurations prior to deployment in Software Validation Test (SVT) environment
- PURVIS will test software in SVT environment.
- PURVIS will update production environment
- PURVIS will test production software after deployment.
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Uninterruptible Power Supply (UPS) Line Interactive	315-040304-131	1	\$770.00		\$770.00	\$770.00
UPS Mounting Bracket	315-040304-131-1	1	\$175.00		\$175.00	\$175.00
Ceiling Speaker, 8" (Self-Amp)	315-130300-131-SO	6	\$65.00		\$65.00	\$390.00
Ceiling Speaker Drywall Mounting Ring	315-130352-131	6	\$20.00		\$20.00	\$120.00
Outdoor/Bay Speaker (Self-Amp) 15w	315-150300-131	4	\$135.00		\$135.00	\$540.00
Rip and Run Thermal Printer	315-170101-131	1	\$695.00		\$695.00	\$695.00
Rip and Run Thermal Printer Stand	315-170102-131	1	\$125.00		\$125.00	\$125.00
Red/White LED Light, 3"	315-220002-131	3	\$80.00		\$80.00	\$240.00
<b>TOTAL</b>						<b>\$24,785.00</b>
Sales and Use Tax					9.0%	\$2,230.65
<b>TOTAL HARDWARE</b>						<b>\$27,015.65</b>

Hardware Prices do not include installation or any system configuration, if applicable. Any applicable manufacturer warranties will be extended to the customer.

Hardware lead times are a 10 weeks after receipt of order (ARO)

**FIXED PRICE SERVICES:**

Description	Price	Discount % (if applicable)	Sales & Use Tax	Extended Price
System Implementation	\$4,300.00			\$4,300.00
System Installation	\$7,500.00			\$7,500.00
<b>TOTAL SERVICES</b>				<b>\$11,800.00</b>

**GRAND TOTAL****\$38,815.65**

Validity: This Quote is valid for 90 days

**Payment Terms: NET 30.**

END-USER LICENSE/MAINTENANCE AGREEMENTS: All purchased hardware and software resulting from this quote will be licensed, warranted and maintained under PURVIS FSAS End-User License Agreement and PURVIS FSAS Warranty, Maintenance and Service Agreement with the Charleston County Agencies

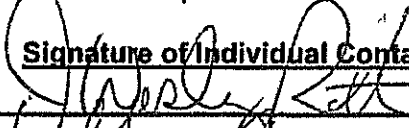
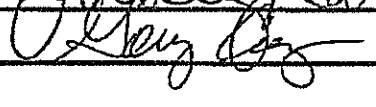
EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

# COMMITTEE / COUNCIL AGENDA

3b.)

TO: John J. Tecklenburg, Mayor  
FROM: Wes Ratterree DEPT. Information Technology  
SUBJECT: VIDEO CAMERA SYSTEM ANNUAL MAINTENANCE AGREEMENT  
REQUEST: APPROVAL OF MAINTENANCE AGREEMENT WITH HITACHI DATA SYSTEMS,  
THE SOLE SOURCE VENDOR, TO PROVIDE MAINTENANCE AND SUPPORT SERVICES  
FOR THE POLICE DEPARTMENT'S SAFETY AND SECURITY VIDEO CAMERA SYSTEM.  
COMMITTEE OF COUNCIL: Ways & Means DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 235000-52206 *KCM*

Balance in Account: \$396,406.71 Amount needed for this item: \$62,671.25

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NOTES:** Provides annual maintenance and support services, including hardware and software replacement and updates, for the Police Department's Safety & Security Video Camera System.

CFO's Signature: 

**FISCAL IMPACT:**

Mayor's Signature:

  
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



## SOLE SOURCE JUSTIFICATION FORM

**DEPARTMENT:** Information Technology

**PRODUCT:** Police Camera System Annual Maintenance & Support

**REQUISITION NUMBER:** PR172669

**VENDOR:** Hitachi Data Services

**DATE:** May 10, 2017

1. Please state the use for this/these product(s).

Annual maintenance and support for the Police Department's safety and security camera system installed throughout the city.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No. Hitachi is the vendor/integrator who bought the previous vendor who sold the City the system, installed it, configured it and is now contracted to provide support and ensure proper operations.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

Hitachi is the vendor/integrator who bought the previous vendor who sold the City the system, installed it, configured it and is now contracted to provide support and ensure proper operations.

4. Have you evaluated comparable products within the last two years?

\_\_\_\_ YES or NO X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

This is recurring annual support and maintenance provided by the vendor contracted.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

CUSTOMER SUPPORT INVOICE

**Bill To:**  
**City of Charleston**  
2 George Street, Suite 2800  
Charleston SC SC 29401

**HITACHI DATA SYSTEMS CORPORATION**  
2845 Lafayette Street  
**SANTA CLARA CA 95050-2627**  
**TEL: 408-970-1000**  
**FAX: 408-988-0340**

**Invoice Number:** 70006758  
**Invoice Date:** 29-MAR-2017  
**Payment Terms :** Due 30 days from invoice date  
**Due date:** 28-APR-2017

**Please Remit To:**  
**BY EFT/ACH:**  
Bank of America,  
Acc# 81880-01291,  
ABA/Routing# 071000039  
**BY CHECK:**  
P.O. Box 99257, Chicago, IL 60693

**PO Number :** Attached email confirmation  
**Quote Ref Number:** 7299379\_1

Invoice Information

Hitachi Data Systems would like to thank you for your business. If you have questions in respect to this invoice, please do not hesitate to contact Accounts Receivable: **Nela Kalisio** [amer.collections@hds.com](mailto:amer.collections@hds.com) +1 408 327 4255.

This invoice covers maintenance services for the products and periods as listed under the Invoice Details section below.

Invoice Summary (All pricing is in USD)

	Price (USD)
<b>Subtotal:</b>	<b>57,496.56</b>
<b>TAX :</b>	<b>4,887.21</b>
<b>GRAND TOTAL (including tax) USD :</b>	<b>62,383.77</b>

PO Number: Attached email confirmation

Invoice Number: 70006758  
Invoice Date: 29-MAR-2017

All pricing in USD

## Invoice Details

**Install At :**  
City of Charleston  
2 George Street, Suite 2800  
Charleston SC SC 29401

Description	Period Invoiced	Total Price
Other Equipment - Software	01-JAN-2017 TO 31-DEC-2017	57,496.56
Subtotal:		57,496.56
TAX :		4,887.21
GRAND TOTAL (including tax) USD :		62,383.77

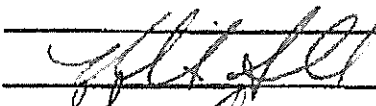

3c.)

## COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
FROM: Robert Somerville DEPT. Traffic and Transportation  
SUBJECT: TRAFFIC CALMING DEVICES / SPEED HUMPS  
REQUEST: Approval to establish contract for Traffic Calming Devices (Speed Humps) with Asphalt Concepts, LLC, PO Box 2503, Mt. Pleasant, SC 29465. Solicitation #17-B011S

COMMITTEE OF COUNCIL: Ways & Means DATE: May 23, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Traffic & Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 230000 Account #: 52972

Balance in Account \$61,540<sup>00</sup> Amount needed for this item \$61,540<sup>00</sup> Kcm

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 

John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

Witness John E. Jones

Witness John Jones

**BIDDER**

No

Total	\$130,213.58
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**\*Taxes will increase on May 1<sup>st</sup> to 9%**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**AGREEMENT BETWEEN THE CITY OF CHARLESTON  
AND ASPHALT CONCEPTS, LLC FOR  
TRAFFIC CALMING DEVICES/SPEED HUMPS**

THIS AGREEMENT is entered into this 26 day of June, 2017 between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Asphalt Concepts, LLC (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

## **§1. SCOPE OF SERVICES**

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Traffic Calming Devices/Speed Humps in accordance with Solicitation #17-B011S. All attachments and exhibits, including Exhibits A, B and C listed below, shall be incorporated herein:

Exhibit A: Solicitation #17-B011S (“Traffic Calming Devices/Speed Humps”)  
Exhibit B: Insurance Requirements  
Exhibit C: Contractor’s Bid Response Form & Contractor’s Pricing (the “Work”)

1. The Contractor shall maintain maximum efficiency to stock items necessary to provide items within thirty (30) days. Quantities in solicitation are estimates and may be purchased in varying quantities. If the Contractor cannot provide the item(s) within thirty (30) days of the City's request, then the City shall be immediately notified by the Contractor of its inability to provide the item(s) and permit the City to make a determination as to whether to by the item(s) elsewhere.
2. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, and Exhibit C as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.
3. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, and Exhibit C as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

4. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit B, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.
5. The Contractor shall bill only for work according to Exhibit A, and Exhibit C as approved by the City and the proposed pricing for such work as shown in Exhibit C. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.
6. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

**§2. CONTRACT TERM**

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

**§3. COMPENSATION AND PAYMENT TERMS**

This Agreement authorizes payments not to exceed Sixty-One Thousand Five Hundred Forty Dollars and Zero Cents (\$61,540.00) accordance with the Request for Proposal, Insurance Requirements and the Contractor(s)' Proposal Response Exhibit A, and Exhibit C. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

**§4. WARRANTIES AND REPRESENTATIONS**

- A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.
- B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and

rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

- C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

## **§5. SUBCONTRACTORS**

- A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.
- B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.
- C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.
- D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.
- E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

## **§6. INDEMNIFICATION**

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its



employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

#### **§7. INSURANCE REQUIREMENTS**

The Contractor shall comply with all insurance requirements which are set forth in Exhibit B.

#### **§8. GRATUITIES AND KICKBACKS**

*Gratuities.* It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

*Kickbacks.* It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### **§9. TERMINATION**

*For Convenience:* The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

*For Default:* If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within

thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

**§10. ASSIGNMENT**

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

**§11. NOTICES**

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:

City of Charleston  
John J. Tecklenburg  
Mayor  
PO Box 304  
Charleston, SC 29402

To:

Asphalt Concepts, LLC  
Paul S. Gawrych  
Managing Partner  
P. O. Box 2503  
Mt. Pleasant, SC 29465

With copies to:

City of Charleston  
Legal Department  
50 Broad Street  
Charleston, SC 29401

City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401

**§12. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

**§13. ENTIRE AGREEMENT**

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

**§14. GOVERNING LAWS**

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

**§15. LICENSE AND PERMITS**

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

**§16. PUBLICITY RELEASES**

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

**§17. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

**§18. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**§19. WAIVER OF CONTRACTUAL RIGHTS**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**§20. COMPLIANCE WITH LEGAL REQUIREMENTS**

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

**§21. BACKGROUND CHECK**

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

**§22. SC STATE AND LOCAL TAX**

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine and percent (9.0%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

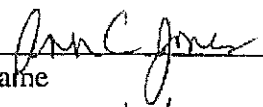

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.


WITNESSES FOR THE CITY:

_____	John J. Tecklenburg
	Mayor
Date: _____	Date: _____

\_\_\_\_\_  
Name  
  
Date: \_\_\_\_\_

WITNESSES FOR VENDOR:

	
Name	Paul S. Gawrych
Date: 5/9/17	Managing Partner
	Date: 5/9/17

  
Name  
  
Date: 5/9/17



## EXHIBIT A

The City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872  
www.charleston-sc.gov

<b>Bid Number:</b> 17-B011S		<b>Bids will be received until:</b> April 18, 2017 @ 12:00pm	
<b>Bid Title:</b> Traffic Calming Devices / Speed Humps			
<b>Mailing Date:</b> March 17, 2017		<b>Direct Inquiries to:</b> Chenette L. Singleton	
<b>Vendor Name:</b>		<b>FEIN/SS#:</b>	
<b>Vendor Address:</b>			
<b>City – State – Zip:</b>			
<b>Telephone Number:</b>		<b>Fax Number:</b>	
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.			
<b>Authorized Signature:</b> _____		<b>Title:</b> _____	
<b>Date:</b> _____			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.			

### IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Chenette L. Singleton in writing no later than **1:00pm on April 6, 2017**. Questions may either be faxed to 843-720-3872 or emailed to Chenette L. Singleton @ [singletonc@charleston-sc.gov](mailto:singletonc@charleston-sc.gov).

## **INSTRUCTIONS TO BIDDERS**

1. Submit one (1) signed original response. *(Unless otherwise specified in the solicitation.)* Bids must be mailed or hand-delivered. Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Bids must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Bid. Each sealed envelope containing a Bid shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by along with the Due Date and Time. If you do not choose to submit a Bid, please complete and return the enclosed "No Bid" response form.

A "No Bid" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

**All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.**

2. Bidders must clearly mark as "**Confidential**" each part of their Bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Bids must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the Bid.
4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the Bid, the error should be crossed out, corrections entered and initialed by the person signing the Bid. Erasures or use of typewriter correction fluid may be cause for rejection. No Bid shall be altered or amended after specified time for opening.
6. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of Bids, but not thereafter.

7. Bids should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce Bids for internal use in the evaluation process.
8. All Bids shall provide a straight forward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: [www.charleston-sc.gov](http://www.charleston-sc.gov), then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any Bid which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the Bid submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one Bid submitted by more than one company shall be deemed to be a Bid for a joint venture between or among the companies so submitting Bids unless the Bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All Bids should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a Bid, or if the Bid fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the Bid.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services.
15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the Bid and of any supplementary presentation (including any oral presentation) requested by the City.
16. **GRATUITIES AND KICKBACKS**
  - A) **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of



employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Bid therefore.

- B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Bid represents that:

- A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Bid is made in accordance therewith.
- B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of a Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Bid or any resulting contract.
- C) The Bid is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.
- E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the Bid or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina

29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, [www.charleston-sc.gov](http://www.charleston-sc.gov). All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Bid, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Bids or waive technicalities or informalities in any Bids received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) Final approval may rest with members of the City Council for the City of Charleston.
- E) All things considered equal, a tie Bid will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contract Coordinator, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Bidder shall be notified of acceptance of its Bid by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificate(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit Bid security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent,

reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTRACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of

the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.
- B) For Default: If the Contractor fails to comply with the terms of this Agreement, (specifically the quality of the product and the just in time delivery requirements), the City shall notify the Contractor in writing with the specifics regarding such noncompliance. The City then reserves the right to terminate this Agreement by written notice to the Contractor within thirty (30) days and shall be entitled to recover all fees, costs, claims or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims or damages. The Contractor shall not be entitled to any costs or damages resulting from a termination for default.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Bid and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

- B) By signing its Bid, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Bid Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL:

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE:

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed Bid, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

44. FUNDING

Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

(August 2002): (An overview is available at [www.state.sc.us/mmo/legal/foia.htm](http://www.state.sc.us/mmo/legal/foia.htm)) For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "PROTECTED" on every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous: use color, bold, underlining, or some other method in order to

conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Bid (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Bid or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Bid to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Bid, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this Bid as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Bid shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL BIDDERS

Bidders not awarded a contract under this solicitation, may request return of their Bids within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.



50. DISCUSSION/NEGOTIATION: By submission of a Bid, a Bidder agrees that during the period following issuance of a Bid and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.
51. NON-DISCRIMINATION  
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.
52. DEFAULT  
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.
53. FORCE MAJURE  
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
54. EXCEPTIONS AND DEVIATIONS  
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.
55. PROMPT PAYMENT DISCOUNT TERMS  
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
56. REJECTION  
The City reserves the right to reject any Bid that contains prices for individual items or services that are unreasonable when compared with the same or other Bids if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the Bid.

61. WITHDRAWALS

Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of Bids, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. CONTRACT TERMS

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

## **INSURANCE REQUIREMENTS**

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
  - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
  - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
  - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
  - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
  - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and

- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

- E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.
- F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401

### NO BID RESPONSE FORM

<b>Bid Number:</b> 17-B011S	<b>Bids will be received until:</b> April 18, 2017 @ 12:00pm
<b>Bid Title:</b> Traffic Calming Devices / Speed Humps	
<b>Mailing Date:</b> March 17, 2017	<b>Direct Inquiries to:</b> Chenette L. Singleton
<b>Vendor Name:</b>	<b>FEIN/SS#:</b>
<b>Vendor Address:</b>	
<b>City - State - Zip:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response	
<b>Authorized Signature:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. <b>This signed page must be included with bid submission.</b>	

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our Bidder's list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder's list.

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Please check statement(s) applicable to your "No Bid" response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

**Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

<b>Bid Number:</b> 17-B011S	<b>Bids will be received until:</b> April 18, 2017 @ 12:00pm
<b>Bid Title:</b> Traffic Calming Devices / Speed Humps	
<b>Mailing Date:</b> March 17, 2017	<b>Direct Inquiries to:</b> Chenette L. Singleton

### **CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. *By submission of a signed Bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.* I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

\_\_\_\_\_  
Company Name  
As registered with the IRS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Toll-Free Number (if available)

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Federal Tax ID (FEIN)/SS Number

\_\_\_\_\_  
SC Sales Tax Number

**Minority or Women-Owned Business:**

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes      ☐ No

If so, please provide a copy of your certificate with your response.

## CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me \_\_\_\_\_ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than \$20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or \$10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: \_\_\_\_\_

CHARLESTON STREET ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name)

Sworn to and subscribed before me at \_\_\_\_\_,  
State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(SEAL)  
Notary Public for \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



## MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site [www.charleston-sc.gov](http://www.charleston-sc.gov) under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, [snypet@charleston-sc.gov](mailto:snypet@charleston-sc.gov).

### **COMPLIANCE REQUIREMENTS:**

1. The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

**AND**

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

**OR**

☐ **Affidavit C – *Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

## AFFIDAVIT A

Page 1 of 2

### City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:**

*(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")*

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

# AFFIDAVIT A

Page 2 of 2

## City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts (Use as many sheets as necessary)

I, \_\_\_\_\_, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<b>1. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>2. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>3. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>4. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Seal:

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

## AFFIDAVIT B

### City of Charleston, South Carolina Work to be Performed by Minority/Women-Owned Businesses

Affidavit of \_\_\_\_\_, I hereby certify that on the \_\_\_\_\_  
(Name of Bidder)  
\_\_\_\_\_, Total Project Amount \$ \_\_\_\_\_  
(Project Name)

I will make a good faith effort to expend a minimum of \_\_\_\_\_ % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: \_\_\_\_\_ % \$ \_\_\_\_\_

\* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I);  
Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Seal:

Print Name \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

## AFFIDAVIT C

### City of Charleston, South Carolina Intent to Perform Contract with Own Workforce

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Notary Seal:

## **General Information**

The City of Charleston, South Carolina is soliciting vendors for Traffic Calming Devices / Speed Humps.

### **Procurement Process**

This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

### **Questions**

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation.*** All questions shall be in writing and addressed to: Chenette L. Singleton, Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: [singletonc@charleston-sc.gov](mailto:singletonc@charleston-sc.gov). ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on April 6, 2017.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

### **Oral Statements**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

### **Contractor Solely Responsible for Performance**

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

### **Disqualification of Bidders**

Bidders may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

### **Contract Negotiations**

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation

down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor's proposal. The City reserves the right to award in part or in its entirety as in the best interest of the City.

#### **Vendor's Duty to Inspect and Advise and Declare All Costs**

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

#### **Receipt of Proposals**

Proposals must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (*April 18, 2017 @ 12:00pm*) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

#### **Number of Bids to be Submitted**

Each Vendor must submit **one (1) Unbound Original** (please use a paper clip or binder clip) and **one (1) digital copy (Flash Drive or CD)**. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note "**Original**" on the original bid.

#### **Bid Format**

Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

- a) All bids should be clearly marked "**17-B011S – Traffic Calming Devices / Speed Humps**"
- b) All bids must be submitted in a sealed envelope. Sealed envelopes are to be marked "**17-B011S Traffic Calming Devices / Speed Humps**".
- c) Bids **must be submitted by mail or hand delivered** to Chenette L. Singleton, Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
- d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on April 18, 2017. Late proposals will not be accepted for any reason.**
- e) **No more than one bid may be submitted by any Vendor.**
- f) The proposal must be signed by an official authorized to contractually bind the Vendor.
- g) All forms from this solicitation requiring signature must be included in the bid.

#### **References/Experiences**

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

**Confidentiality**

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

**Term of Contract**

The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

**Evaluation Procedure**

All bids will be pre-qualified by an Evaluation Committee. The Evaluation Committee will make the final recommendation to the approving authorities of the City of Charleston. Negotiations and/or award of a contract may be initiated without further contact with other Bidders.

**Basis for Award**

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.



**Bid #17-B011S: Traffic Calming Devices / Speed Humps**

Quantity	Description	Unit Price	Total Price
3 ea	22' X 24' Flat-Topped Speed Hump without Pavement Texture (Street Print)		
3 ea	22' X 24' Flat-Topped Speed Hump with Pavement Texture (Street Print)		
10 ea	12' X 24' City Standard Parabolic Speed Hump with Pavement Texture (Street Print)		
10 ea	14' X 24' SCDOT Standard Parabolic Speed Hump With Pavement Texture (Street Print)		
	<p><i>* The City reserves the right to increase or decrease the quantity as its sole discretion as in the best interest of the City.</i></p> <p><i>* The initial term of this Agreement shall be for a period of one (1) year from the date of its execution. The City reserve the right to extend the Agreement if the City determines the extension to be in its best interest; said extension will be on annual basis and shall not exceed four (4) additional one (1) year periods.</i></p> <p><i>***Taxes will increase to 9% effectively May 1, 2017.</i></p>		

## **Vendor's Checklist**

1. Did you provide required information and sign the front page of the solicitation?  
\_\_\_\_ Yes \_\_\_\_ No
2. Did you sign the Certificate of Familiarity form?  
\_\_\_\_ Yes \_\_\_\_ No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?  
\_\_\_\_ Yes \_\_\_\_ No
4. Did you sign the applicable Affidavit?  
\_\_\_\_ Yes \_\_\_\_ No
5. Did you mark your "Original" Bid and provide the required # of copies?  
\_\_\_\_ Yes \_\_\_\_ No
6. Did you complete and include all pricing sheets?  
\_\_\_\_ Yes \_\_\_\_ No
7. Did you include the required references?  
\_\_\_\_ Yes \_\_\_\_ No
8. Did you provide a copy of insurance and all other documentation requested?  
\_\_\_\_ Yes \_\_\_\_ No
9. Did you include and sign any addenda?  
\_\_\_\_ Yes \_\_\_\_ No
10. Did you double check to make sure you have included everything that is requested?  
\_\_\_\_ Yes \_\_\_\_ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.

## EXHIBIT B

### INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
  - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
  - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
  - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
  - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
  - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and
- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401

## **EXHIBIT C**



The City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872  
www.charleston-sc.gov

<b>Bid Number:</b> 17-B011S		<b>Bids will be received until:</b> April 18, 2017 @ 12:00pm	
<b>Bid Title:</b> Traffic Calming Devices / Speed Humps			
<b>Mailing Date:</b> March 17, 2017		<b>Direct Inquiries to:</b> Chenette L. Singleton	
<b>Vendor Name:</b>	Asphalt Concepts		
<b>Vendor Address:</b>	PO Box 2507		
<b>City - State - Zip:</b>	Mt. Pleasant SC 29465		
<b>Telephone Number:</b>	843-305-0118	<b>Fax Number:</b>	843-971-1687
<b>Minority or Women Owned Business:</b>			
Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If so, please provide a copy of your certificate with your response			
<b>Authorized Signature:</b>	T. S. Singleton		
<b>Date:</b>	4/13/17		
<b>Title:</b> Managing Partner			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.			

### IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. Bidder may mail, or hand-deliver response to the Procurement Division. Bids delivered to any other location will not be accepted. Do Not Fax in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Chenette L. Singleton in writing no later than 1:00pm on April 6, 2017. Questions may either be faxed to 843-720-3872 or emailed to Chenette L. Singleton @ [singletonc@charleston-sc.gov](mailto:singletonc@charleston-sc.gov).

Bid Number: 17-B011S	Bids will be received until: April 18, 2017 @ 12:00pm
Bid Title: Traffic Calming Devices / Speed Humps	
Mailing Date: March 17, 2017	Direct Inquiries to: Chenette L. Singleton

### CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. *By submission of a signed Bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.* I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

<u>Asphalt Concepts LLC</u> Company Name As registered with the IRS <u>PO Box 2503</u> Correspondence Address <u>MT. PLEASANT SC 29465</u> City, State, Zip <u>Paul.gawrych@gmail.com</u> Email Address <u>N/A</u> Toll-Free Number (if available) <u>Same</u> Remittance Address <u>Same</u> City, State, Zip	<u>Paul S. Gawrych</u> Authorized Signature <u>Paul S. GAWRYCH</u> Printed Name <u>MANAGING PARTNER</u> Title <u>843-303-0118</u> Telephone Number <u>843-971-1687</u> Fax Number <u>4/10/17</u> Date <u>200703551</u> Federal Tax ID (FEIN)/SS Number <u>N/A</u> SC Sales Tax Number
--	--

**Minority or Women-Owned Business:**

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes      ☒ No

If so, please provide a copy of your certificate with your response.



## MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site [www.charleston-sc.gov](http://www.charleston-sc.gov) under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, [snypet@charleston-sc.gov](mailto:snypet@charleston-sc.gov).

### COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

☐ Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

OR

☒ Affidavit C - *Intent to Perform Contract with Own Workforce*, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Asphalt Concepts, LLC

Signature Paul S. Sanchez

Print Name Paul S. Sanchez

Witness [Signature]

Date 4/13/17

Title Managing Partner

**AFFIDAVIT C**

**City of Charleston, South Carolina  
Intent to Perform Contract with Own Workforce**

Affidavit of Asphalt Concepts, LLC  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the TRAFFIC CALMING DEVICES SPEED HUMP contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 4/13/17 Name of Authorized Officer (Print/Type): Paul S. Galyrgh

Signature: Paul S. Galyrgh

Title: MANAGING PARTNER

Sworn to before me this 13 day of April, 2017  
Notary Public for the State of SC  
My Commission Expires: 12/31/21  
Print Name: Paul S. Galyrgh  
Phone Number: 843 478 7309  
Address: 755 Galyrgh Lane  
Walterboro, SC  
29464

Notary Seal:

**Bid #17-B011S: Traffic Calming Devices / Speed Humps**

Quantity	Description	Unit Price	Total Price
3 ea	22' X 24' Flat-Topped Speed Hump without Pavement Texture (Street Print)	5787.00	17361.00
3 ea	22' X 24' Flat-Topped Speed Hump with Pavement Texture (Street Print)	6787.00	20361.00
10 ea	12' X 24' City Standard Parabolic Speed Hump with Pavement Texture (Street Print)	3987.00	39870.00
10 ea	14' X 24' SCDOT Standard Parabolic Speed Hump With Pavement Texture (Street Print)	4187.00	41870.00
<p><i>* The City reserves the right to increase or decrease the quantity as its sole discretion as in the best interest of the City.</i></p> <p><i>* The initial term of this Agreement shall be for a period of one (1) year from the date of its execution. The City reserve the right to extend the Agreement if the City determines the extension to be in its best interest; said extension will be on annual basis and shall not exceed four (4) additional one (1) year periods.</i></p> <p><i>***Taxes will increase to 9% effectively May 1, 2017.</i></p>			

3d.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci

DEPT.

Fleet Management

SUBJECT: 7400 SBA 4 X 2 TRUCKS WITH 27 YARD SCOW BODY

REQUEST: Approval to purchase three (3) 7400 SBA 4x2 Trucks with 27yd.

Scow Body from Carolina International Trucks, 1619 Bluff Rd.,

Columbia, SC 29201. SC Contract #4400014151

COMMITTEE OF COUNCIL:

Ways &amp; Means

DATE:

May 23, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>B. Dellucci</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Long Long</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following:

Dept./Div.:

062017

Account #:

58010

Balance in Account

\$250,911.00

Amount needed for this item

\$250,911.00

Does this document need to be recorded at the RMC's Office?

Yes

☐

No

☐NEED: Identify any critical time constraint(s).

CFO's Signature:

*Jimmy Wharton*FISCAL IMPACT: \* Using 2017 Lease Purchase Funds

Mayor's Signature:

*John J. Tecklenburg*

John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

The seal of the Commonwealth of Massachusetts is centered at the bottom of the page. It features a shield with a Native American figure holding a bow and arrow, with a five-pointed star above. The shield is surrounded by a ribbon with the motto "ENSE PETIT PLACIDAM SVB LIBERTATE QVIETEM". Above the shield is a crest with a bent arm holding a sword. The words "SIGILLUM REIPUBLICÆ MASSACHUSETTENSIS" are inscribed around the top of the shield.

Ship To: \_\_\_\_\_

[illegible]

B. S. Allen

Requestor/B. Dellucci  
Title/ Fleet Manager

Authorized Approval



# **7400 SBA 4x2**

**Sales Proposal For:**

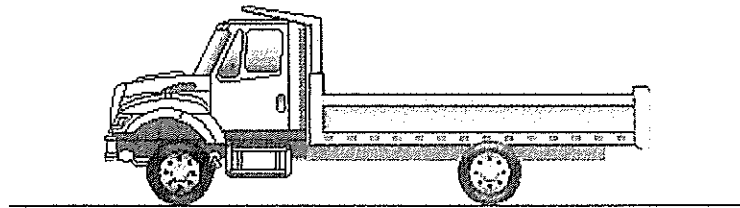
**City of Charleston-Fleet Operations**

**Presented By:**

**CAROLINA INTERNATIONAL TRUCKS, INC**

**Prepared For:**  
 City of Charleston-Fleet Operations  
 Ben Dellucci  
 2150 Milford St.  
 Charleston, SC 29405-9418  
 (843)724 - 7391

**Presented By:**  
 CAROLINA INTERNATIONAL TRUCKS, INC  
 Edmond Jones  
 1619 BLUFF RD  
 COLUMBIA SC 29201 -  
 (803)799-4923



**Model Profile**  
**2018 7400 SBA 4X2 (SA625)**

<b>APPLICATION:</b>	Landscape Dump
<b>MISSION:</b>	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 27.91% / 2.92% @ 55 MPH Calc. Geared Speed: 76.5 MPH
<b>DIMENSION:</b>	Wheelbase: 163.00, CA: 95.90, Axle to Frame: 61.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 300} EPA 2017, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 4.63
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range H FUEL MAX RSA (GOODYEAR), 497 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
<b>PAINT:</b>	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
SA62500	Base Chassis, Model 7400 SBA 4X2 with 163.00 Wheelbase, 95.90 CA, and 61.00 Axle to Frame.
8MEP	BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1300CCA Total
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1LLA	BUMPER, FRONT Steel, Swept Back
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBD	AIR DRYER {Meritor Wabco System Saver 1200} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
7BKY	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail, Back of Cab, Includes Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXD	ALTERNATOR {Leece-Neville AV160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, With Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time



<u>Code</u>	<u>Description</u>
8WML	HEADLIGHTS Long Life Halogen; for Two Light System
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for WorkStar
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core With Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler
12VBC	AIR CLEANER Single Element
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
12XZG	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2017
13AVJ	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYR	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, with EcoCal and Dynamic Shift Sensing (FuelSense Basic)

<u>Code</u>	<u>Description</u>
13XAL	PTO LOCATION Left Side of Transmission
14ANV	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 4.63
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} Unheated, with Primer Pump, and WIF Sensor
15LMU	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail 8" Back of Cab
15SRE	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 19" Deep, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SML	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, Less Under Seat Storage Compartment
16SNA	MIRRORS (2) {Lang Mekra} Rectangular, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WRX	CAB INTERIOR TRIM Deluxe
16WSK	CAB REAR SUSPENSION Air Bag Type
27DTU	WHEELS, FRONT {Accuride 29001} DISC; 22.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7382138131	(2) TIRE, FRONT 11R22.5 Load Range H FUEL MAX RSA (GOODYEAR), 497 rev/mile, 75 MPH, All-Position
28DTU	WHEELS, REAR {Accuride 29001} DUAL DISC; 22.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7372138102	(4) TIRE, REAR 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive

**Services Section:**

40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U
-------	--

<u>Code</u>	<u>Description</u>
40SLG	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1
40SLS	SRV CONTRACT, EXT CMMS AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Aftertreatment Coverage, for Use when Protection Plan 1 of Equal or Greater Duration is Purchased (Truck Application Only)
1	W&W BODY COMPANY - 5 YD. DUMP - SEE ATTACHED
	MATS AND EXTRA KEYS
	STATE CONTRACT FEE

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$83,337.00
Memo Item(s):		
Total Taxes:	\$300.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please note the following -

THIS QUOTE INCLUDES SOUTH CAROLINA SALES TAX

THIS QUOTE INCLUDES BODY QUOTE FOR SCOW BODY FROM W&W BODY COMPANY

THIS QUOTE BASED ON SOUTH CAROLINA STATE CONTRACT #4400014151

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

CAROLINA INTERNATIONAL TRUCKS, INC  
1619 BLUFF RD  
COLUMBIA SC 29201 -  
(803)799-4923

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

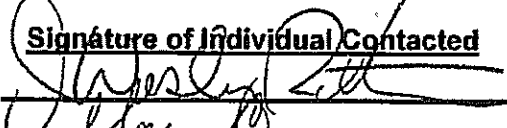
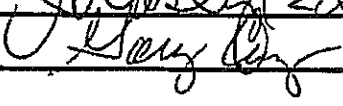
The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

# COMMITTEE / COUNCIL AGENDA

3e.)

TO: John J. Tecklenburg, Mayor  
FROM: Wes Ratterree DEPT. Information Technology  
SUBJECT: PAYMENT OF MICROSOFT ENTERPRISE AGREEMENT FOR COMPUTER SOFTWARE.  
REQUEST: APPROVAL TO RENEW MICROSOFT ENTERPRISE AGREEMENT FOR CITY COMPUTERS  
AND SERVERS THROUGH SOFTWAREONE. STATE CONTRACT #4400011061  
COMMITTEE OF COUNCIL: Ways & Means DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206 *Kem*

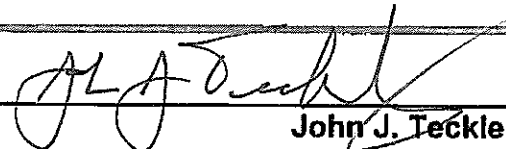
Balance in Account: \$1,300,580.12 Amount needed for this item: \$467,359.62

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NOTES:** This agreement/licensing is required to license all Microsoft computer and server operating systems and applications software (Windows Desktop Operating Systems, Office Applications, Network Active Directory, Database software, Exchange/Email, and Windows Server OS) for current licensing and future upgrade requirements for 1,450 Users and 65 servers. This is payment 2 of 3, with 2018 payment reducing to approximately \$444,000 in 2018 before dropping to approximately \$200,000 in 2019 and subsequent years minus any necessary increases in licensing counts.

CFO's Signature: 

**FISCAL IMPACT:**

Mayor's Signature:   
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Client: Wes Ratterree

City of Charleston

2 George St., Ste. 2800

Charleston, SC 29401

(843) 805-3220

[RATTERREEW@charleston-sc.gov](mailto:RATTERREEW@charleston-sc.gov)

Microsoft EA Enrollment # 7338994 (6/01/16 - 5/31/19)

Microsoft Enterprise Agreement  
Anniversary Order # 2 of 3

Prepared by:

David Williams

SoftwareONE, Inc.

Software Licensing Consultant

(704) 469-5103

[David.Williams@SoftwareONE.com](mailto:David.Williams@SoftwareONE.com)

Quote # 5011530  
Quote Date: 5/1/2017  
Valid Through: 6/30/2017

Qty	Part #	Item Name	Product Type	Product Family	Monthly Unit Price	Annual Unit Price	Annual Extended Price
Microsoft Enterprise Products:							
1	1,100	AAA-11984	SPE E3 FromSA GOV ShrdSvr ALNG Subsvl MVL PerUsr	Monthly Subscriptions	\$23.27	\$279.24	\$307,164.00
2	325	AAA-11982	SPE E3 GOV ShrdSvr ALNG Subsvl MVL PerUsr	Monthly Subscriptions	\$28.30	\$339.60	\$110,370.00
3	25	AAA-12415	CoreCALBridgeO365 ALNG Subsvl MVL Pltfrm PerUsr	Monthly Subscriptions	\$1.57	\$18.84	\$471.00
4	25	AAA-11894	O365GovE3 ShrdSvr ALNG Subsvl MVL PerUsr	Monthly Subscriptions	\$17.08	\$204.96	\$5,124.00
Additional Products:							
6	10	J5U-00001	AzureMntryCmmtmntG ShrdSvr ALNG Subsvl MVL Cmnt	Monthly Subscriptions	\$103.13	\$1,237.56	\$12,375.60
7	1	W6T-00007	AzureSprrt ShrdSvr ALNG Subsvl MVL Cmnt StdUSG	Monthly Subscriptions	\$386.76	\$4,641.12	\$4,641.12
8	5	FUD-00938	CISDataCtr ALNG SA MVL 2Proc	Software Assurance		\$1,316.70	\$6,583.50
9	4	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	Software Assurance		\$2,225.85	\$8,903.40
10	300	6VC-02567	WinRmtDsktpSrvcsCAL ALNG Subsvl MVL PerUsr	Monthly Subscriptions	\$2.46	\$29.52	\$8,856.00
11	20	P73-05898	WinSvrStd ALNG SA MVL 2Proc	Software Assurance		\$143.55	\$2,871.00
12	Annual Total:						\$467,359.62

13 This offer is non-binding. Prices are subject to change if supplier prices fluctuate.

14 Prices are based on 30 Days net, FOB SoftwareONE. Shipping, Handling and any Sales Tax, if applicable, are additional. All Quotations and Orders are subject to SoftwareONE's Terms and Conditions and Return Policy. Please take note of our Terms and Conditions at <http://w3.softwareone.com/en-us/Pages/default.aspx>. All products are non-returnable unless otherwise provided for by the Manufacturer's Reseller Return Policy.

15 If your order is exempt from SC Sales Tax, please indicate 'ESD - Electronic Software Delivery' on your Purchase Order.

16 Please address your PO to SoftwareONE Inc., and email it to [David.Williams@SoftwareONE.com](mailto:David.Williams@SoftwareONE.com)

17 SC State Contract Number: 4400011061, Vendor Number: 7000191871

# COMMITTEE / COUNCIL AGENDA

3f.)

TO: John J. Tecklenburg, Mayor  
FROM: Edmund Most DEPT. Capital Projects  
SUBJECT: AUDIO VISUAL EQUIPMENT FOR TEAM 4 OFFICE  
REQUEST: Approval to purchase Audio Visual Equipment for the Team 4 Office  
From Smarter Systems, 5727 Westpark Drive, Ste. 200, Charlotte, NC  
28217. SC Contract #4400013228.

COMMITTEE OF COUNCIL: Ways & Means DATE: May 23, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Capital Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Edmund Most</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Long Co</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Parks/Capital Projects Account #: 051430-58015

Balance in Account \$57,030.36 Amount needed for this item \$51,030.36 *MAK SH*

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT:

Mayor's Signature: *John J. Tecklenburg*  
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Quote 3128

**Billing**

City of Charleston  
Attn: Accounts Payable  
PO Box 853  
Charleston SC 29402

**Shipping**

Information Technology  
City of Charleston  
2 George Street  
STE. 2800  
Charleston SC 29401

Date Created	Valid Until	Net Terms	Sales Rep
05/04/2017	06/03/2017	Net 15	Lori Cook

City of Charleston of Team 4 - 050417

Qty.	Item	Price	Ext. Price
Solicitation Number: 5400011023 Contract Number: 4400013228			
Roll Call Room 101			
Projection, Screen Display, and Display Mounting Equipment			
1	LC-70LE661U Sharp LC 70LE661U 70" LED Smart TV 1080p	\$2,048.60	\$2,048.60
1	LSM1U Micro-Adjust Fixed Wall Mount, Large	\$172.63	\$172.63
Audio			
Use Internal Speakers for Program Audio; No conferencing audio			
Misc. Hardware, Cables & Cable Management			
1	M2-HDSEM-M-03F 3' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$6.97	\$6.97
1	M2-HDSEM-M-06F 6' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$8.36	\$8.36
1	M2-HDSEM-M-10F 10' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$10.17	\$10.17
1	PC-G1791-E-P-W Panelcrafters precision manufactured HDMI female pigtail	\$25.20	\$25.20
1	MISC-LOT-ENT Installation Cable, Terminations, Mounting shelves, Supplies & Hardware		\$71.43
1	Shipping Shipping	\$139.12	\$139.12





## Quote 3128

Qty.	Item	Price	Ext. Price
1	Labor - Herman Professional Integration and Installation Services	\$950.00	\$950.00
	CHS PD Main Classroom 203 with 90" Flatpanel display		
	Projection, Screen Display, and Display Mounting Equipment		
1	PN-LE901 90" Class Commercial LCD TV	\$7,488.24	\$7,488.24
1	LSM1U Micro-Adjust Fixed Wall Mount, Large	\$172.63	\$172.63
	Audio		
	Use Internal Speakers for Program Audio; No conferencing audio		
	Misc. Hardware, Cables & Cable Management		
1	M2-HDSEM-M-03F 3' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$6.97	\$6.97
1	M2-HDSEM-M-06F 6' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$8.36	\$8.36
1	M2-HDSEM-M-10F 10' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$10.17	\$10.17
1	PC-G1791-E-P-W Panelcrafters precision manufactured HDMI female pigtail	\$25.20	\$25.20
1	MISC-LOT-ENT Installation Cable, Terminations, Mounting shelves, Supplies & Hardware		\$614.29
1	Shipping Shipping	\$505.16	\$505.16
	CHS PD Main Classroom 203 Optional Speakers		
	Audio		
10	F-2352CU2 Co-axial Ceiling Speaker- 5"- Back-can- 25/70.7 V Transformer- 30 W- 8/16 Ohm- Tile Bridge Included- Priced Per Unit- Packaged in pairs- but may be sold individually-UL 2043	\$122.56	\$1,225.60
1	60-1449-01 MPA 601 Mono 70V Amplifier - 60 Watts	\$350.00	\$350.00
1	MISC-LOT-ENT Installation Cable, Terminations, Mounting shelves, Supplies & Hardware		\$107.14
1	Shipping Shipping	\$84.14	\$84.14



## Quote 3128

Qty.	Item	Price	Ext. Price
1	Labor - Herman Professional Integration and Installation Services	\$1,200.00	\$1,200.00
	CHS PD Dividable Training Rooms 209 & 212		
	Projection, Screen Display, and Display Mounting Equipment		
2	PN-LE901 90" Class Commercial LCD TV	\$7,488.24	\$14,976.48
2	LSM1U Micro-Adjust Fixed Wall Mount, Large	\$172.63	\$345.26
	Audio		
	Use Internal Speakers for Program Audio; No conferencing audio		
	Misc. Hardware, Cables & Cable Management		
2	HD-DA2-4K-E 1-to-2 4K HDMI.Distribution Amplifier	\$214.29	\$428.58
2	HD-EXT3-C-W_SYSTEM 4K HDMI.over HDBaseT.Extender w/IR & RS-232, White; includes HD-RX3-C-B and HD-TX3-C-W	\$714.29	\$1,428.58
8	M2-HDSEM-M-03F 3' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$6.97	\$55.76
2	M2-HDSEM-M-06F 6' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$8.36	\$16.72
2	M2-HDSEM-M-10F 10' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$10.17	\$20.34
2	PC-G1791-E-P-W Panelcrafters precision manufactured HDMI female pigtail	\$25.20	\$50.40
1	MISC-LOT-ENT Installation Cable, Terminations, Mounting shelves, Supplies & Hardware		\$428.57
1	Shipping Shipping	\$1,047.58	\$1,047.58
1	Labor - Herman Professional Integration and Installation Services	\$1,750.00	\$1,750.00
	Community Room 115		
	Projection, Screen Display, and Display Mounting Equipment		
1	KAPPIQ Pro 75 SMART kapp iQ Pro 75" capture Board with SMART Meeting Pro® Room Edition	\$8,888.89	\$8,888.89



Quote 3128

Qty.	Item	Price	Ext. Price
1	SSMY-SMP SMART Meeting Pro (Room Edition) - 1 year standard software maintenance	\$209.00	\$209.00
1	LSM1U Micro-Adjust Fixed Wall Mount, Large	\$172.63	\$172.63
	Audio		
	Use Internal Speakers for Program Audio; No conferencing audio		
	Misc. Hardware, Cables & Cable Management		
1	M2-HDSEM-M-03F 3' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$6.97	\$6.97
1	M2-HDSEM-M-06F 6' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$8.36	\$8.36
1	M2-HDSEM-M-10F 10' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$10.17	\$10.17
1	E-USBAB-6 6' USB 2.0 A male to B male	\$3.87	\$3.87
1	E-USBAB-10 10' USB 2.0 A male to B male	\$3.96	\$3.96
1	MISC-LOT-ENT SMART2-WQ507417		\$54.81
	HDMI F-F (w/ Pigtail) & USB B-A (F/F w/ Pigtail) On a Single Gang, white		
1	MISC-LOT-ENT Installation Cable, Terminations, Mounting shelves, Supplies & Hardware		\$71.43
1	Shipping Shipping	\$608.10	\$608.10
1	Labor - Herman Professional Integration and Installation Services	\$1,000.00	\$1,000.00
		Subtotal	\$46,816.84
		Estimated Tax	\$4,213.52
		Total	\$51,030.36

Statement Of Work:

To be attached.



Quote 3128

### Terms and Conditions

This quotation on the goods and services named is subject to the following terms and conditions:

#### Purchasing:

- Quoted tax calculations are estimated and subject to adjustments upon invoicing.
- Client purchase orders are subject to these terms and conditions.
- A signed quotation or email confirmation in response to this quote will serve as an authorized purchase order from the client.

#### Invoicing:

- Progress payment plans will be put in place at the sole discretion of Smarter Systems..
- Equipment is invoiced at the time of shipment.
- Professional services (including installation) are invoiced at time of delivery (completion of install).  
(In many instances this results in the multiple invoices depending on equipment delivery and professional services schedules.)
- All past due invoices will be subject to a 1.5% monthly service charge (18% annual).
- A 3% recovery charge will apply to any Credit Card payments.

#### Installation:

- All finish work (including re-finish/painting of floors, walls, and ceiling) and re-assembly/finishing of the ceiling grid and tiles, necessitated by the AV installation, is the responsibility of the client or client subcontractor, unless otherwise stated in the scope of work.
- The customer is responsible for contracting electrical installation and audiovisual cable path infrastructure as required for the AV installation.
- Unless otherwise stated in the scope of work and line-item quote for after-hours or weekend labor, all work is to be performed during ordinary operating hours: 7am – 4pm Monday –Friday. Work outside of ordinary operating hours is billed at a different rate.
- Installation work product is warranted by Smarter Systems for a period of 30 consecutive calendar days. This warranty covers any issues resulting from installation of stated solution. If it is found that the issue is not resulting from the installation and there is no service contract in place, the customer will be issued a service call fee.
- Hardware warranties do not cover labor unless otherwise stated or under a service contract.

#### Returns:

- All sales are final. Returns are not accepted.
- Exchanges and/or account credits may be offered under separate terms and will be approved on a one-off manner by Smarter Systems management.

By signing this quote or issuing a purchase order, I agree that I intend to purchase and receive all Smarter Systems' goods and services named in this quotation. I understand that any information provided that proves inaccurate, resulting in an added cost above the quoted amount above, will be added to the invoice. I also agree that I have read and agree to the above terms and conditions, including the payment terms listed on the quotation.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor  
FROM: Amy Wharton, CFO DEPT. BFRC  
SUBJECT: 2016 EMERGENCY FUNDS BUDGET TRANSFER  
REQUEST: Approval to transfer funds from the Emergency Fund line-item to  
Cover expenditures for Hurricane Matthew

COMMITTEE OF COUNCIL: Ways & Means DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 900000 Account #: 52906

Balance in Account 559,145.00 Amount needed for this item 199,061.00

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☐

**NEED:** Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

**FISCAL IMPACT:**

Mayor's Signature: John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

%

As of: 12/31/2016

**CITY OF CHARLESTON**  
**GL BUDGET TO ACTUALS BY DIVISION/OBJECT**

Division/Object	Approved Budget	Working Budget	December Actuals	YTD Actuals	Encumbrance	Remaining Budget	% Spent
<b>957000 - Emergency Preparedness #3</b>							
52000 Supplies, Office	0.00	0.00	0.00	382.87	0.00	-382.87	100.0 %
52006 Small Hand Tools	0.00	0.00	1,880.87	9,323.41	0.00	-9,323.41	100.0 %
52010 Supplies, Boarding & Lodging	0.00	0.00	0.00	7,726.95	0.00	-7,726.95	100.0 %
52018 Supplies, Medical & Laboratory	0.00	0.00	0.00	0.00	0.00	0.00	100.0 %
52022 Supplies, Parts	0.00	0.00	12,635.30	15,759.19	54,404.48	-70,163.67	100.0 %
52030 Supplies, Photographic	0.00	0.00	0.00	72.64	0.00	-72.64	100.0 %
52034 Gas, Oil & Lubricants	0.00	0.00	0.00	134.53	0.00	-134.53	100.0 %
52036 Supplies, Specialized Dept	0.00	0.00	0.00	9,828.75	0.00	-9,828.75	100.0 %
52040 Supplies, Hospitality	0.00	0.00	1,624.33	11,265.69	0.00	-11,265.69	100.0 %
52044 Supplies, Electrical & Plumbin	0.00	0.00	0.00	143.50	0.00	-143.50	100.0 %
52052 Supplies, Painting	0.00	0.00	0.00	79.57	0.00	-79.57	100.0 %
52054 Supplies, Const Materials	0.00	0.00	829.69	18,670.00	2,925.37	-21,595.37	100.0 %
52056 Supplies, Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	100.0 %
52206 Services, Prof & Contr	0.00	0.00	9,121.79	59,904.47	0.00	-59,904.47	100.0 %
52216 Agency Temporaries	0.00	0.00	0.00	0.00	0.00	0.00	100.0 %
52236 Advertising	0.00	0.00	262.82	262.82	0.00	-262.82	100.0 %
52405 Repairs, Equipment	0.00	0.00	0.00	694.19	0.00	-694.19	100.0 %
52410 Maintenance, General	0.00	0.00	27,251.31	36,767.50	8,748.29	-45,515.79	100.0 %
52412 Maintenance, Dock	0.00	0.00	880.00	14,755.00	136,680.00	-151,435.00	100.0 %
52415 Repairs, Vehicle	0.00	0.00	0.00	8,616.21	0.00	-8,616.21	100.0 %
52700 Equipment, Non-Capital	0.00	0.00	0.00	4,249.99	0.00	-4,249.99	100.0 %
52920 Special Events	0.00	0.00	0.00	151.92	0.00	-151.92	100.0 %
52948 Care of Animals	0.00	0.00	0.00	271.24	0.00	-271.24	100.0 %
58238 Capital Engineering Services	0.00	0.00	0.00	0.00	2,000.00	-2,000.00	100.0 %
58240 Capital Construction Services	0.00	0.00	0.00	0.00	18,455.00	-18,455.00	100.0 %
<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>54,486.11</b>	<b>199,060.44</b>	<b>223,213.14</b>	<b>-422,273.58</b>	<b>100.0 %</b>
<b>Total Emergency Preparedness #3</b>	<b>0.00</b>	<b>0.00</b>	<b>-54,486.11</b>	<b>-199,060.44</b>	<b>-223,213.14</b>	<b>422,273.58</b>	<b>100.0 %</b>
<b>Grand Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>-54,486.11</b>	<b>-199,060.44</b>		<b>422,273.58</b>	<b>100.0 %</b>

# COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton DEPT. BFRC

SUBJECT: YEAR 2016 AMENDMENT TO GENERAL FUND & ENTERPRISE FUNDS EXPENDITURE BUDGET

REQUEST: Request approval & forward to Council for First Reading

COMMITTEE OF COUNCIL: W&M DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature	Attachment
Legal Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ no ☐ N/A ☒

If yes, provide the source of funds

Balance in Expenditure Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s). Required to be adopted by 6/20 to complete FY 2016 audit.

CFO Signature: 

**FISCAL IMPACT:** To authorize the use of 2016 revenues in excess of budget and fund balance to fund unbudgeted expenditures in 2016.

Mayor's Signature:   
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.



Ratification  
Number 2017-\_\_\_\_\_

### AN ORDINANCE

TO MAKE ADDITIONAL APPROPRIATIONS TO MEET THE LIABILITIES OF THE CITY OF CHARLESTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

**Section 1:** That the following sums of money be and the same hereby are appropriated for the following purposes, such appropriations to be in addition to the appropriations heretofore provided in "An Ordinance to Make Appropriations to Meet the Liabilities of the City of Charleston for the Fiscal Year Ending December 31, 2016" ratified December 15, 2015 bearing the ratification number 2015-XXX and appearing in the Council Proceedings of that date.

#### GENERAL GOVERNMENT

120000	Mayor's Office		
	Personnel		167,302
	Fringe Benefits		15,831
	Operating		88,479
	Capital		0
	<b>Total</b>		<b>271,612</b>
	<b>Total General Government - General Fund</b>		<b>271,612</b>

#### PUBLIC SAFETY

210000	Fire Department		
	Personnel		0
	Fringe Benefits		0
	Operating		0
	Capital		930,300
	<b>Total</b>		<b>930,300</b>
230000	Traffic & Transportation		
	Personnel		0
	Fringe Benefits		0
	Operating		605,000
	Capital		0
	<b>Total</b>		<b>605,000</b>
	<b>Total Public Safety - General Fund</b>		<b>1,535,300</b>

#### PUBLIC SERVICE

322000	Garbage Collection		
	Personnel		0
	Fringe Benefits		0
	Operating		166,600
	Capital		0
	<b>Total</b>		<b>166,600</b>
	<b>Total Public Service - General Fund</b>		<b>166,600</b>



**URBAN AND COMMUNITY DEVELOPMENT**

421000	Design Division		
	Personnel		160,123
	Fringe Benefits		38,786
	Operating		
	Capital		0
	<b>Total</b>		<b>198,909</b>
	<b>Total Urban and Community Development</b>		<b>198,909</b>

**HEALTH AND WELFARE**

700000	Public Information		
	Personnel		40,270
	Fringe Benefits		7,338
	Operating		
	Capital		0
	<b>Total</b>		<b>47,608</b>
	<b>Total Urban and Community Development</b>		<b>47,608</b>

**OTHER**

920200	Note, 50 Broad Street		
	Personnel		0
	Fringe Benefits		0
	Operating		431,282
	Capital		0
	<b>Total</b>		<b>431,282</b>
	<b>Total Other - General Fund</b>		<b>431,282</b>

<b>TOTAL APPROPRIATION:</b>	<b>2,651,311</b>
-----------------------------	------------------

**Section 2:** The monies herein appropriated were derived from various revenues received in 2016 and Fund Balance at December 31, 2015. The Chief Financial Officer is hereby authorized and directed to make the necessary adjustments to the City's books.

**Section 3:** The Chief Financial Officer is hereby authorized to make the necessary inter- and intra-departmental transfers on the City's books.

**Section 4:** This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of May, in the Year of Our Lord, 2017, and in the 241st Year of the Independence of the United States of America.

---

John J. Tecklenburg, Mayor

**ATTEST:**

---

Vanessa Turner-Maybank, Clerk of Council

# COMMITTEE / COUNCIL AGENDA

(6.)

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton DEPT. BFRC

SUBJECT: YEAR 2016 AMENDMENT TO GENERAL FUND & ENTERPRISE FUNDS REVENUE BUDGET

REQUEST: Request approval & forward to Council for First Reading

COMMITTEE OF COUNCIL: W&M DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature	Attachment
Legal Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ no ☐ N/A ☒

If yes, provide the source of funds

Balance in Expenditure Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s). Approval needed by 6/20 to complete 2016 audit and financial statements by June 30.

CFO Signature: 

**FISCAL IMPACT:** Funding derived from General Fund Assigned and Unassigned Fund Balance, and revenues in excess of budget in 2016.

Mayor's Signature: 

John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.



Ratification  
Number 2017-\_\_\_\_\_

### AN ORDINANCE

TO RECOGNIZE THE USAGE OF ADDITIONAL FUNDS TO MEET ADDITIONAL APPROPRIATIONS AUTHORIZED BY ORDINANCE 2017-\_\_\_\_\_ FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

**Section 1:** The revenues of the City government applicable to the financing of the appropriation of \$188,593,513 are hereby supplemented by the following increases in revenues as hereto provided in "An Ordinance to Raise Funds for the Fiscal Year Ending December 31, 2016," ratified on December 15, 2015, bearing the ratification number 2015-XXX and appearing in the Council proceedings of those dates.

#### GENERAL FUND

Item 1.	Miscellaneous Income	\$	835,979
Item 2.	State of South Carolina	\$	52,183
Item 3.	Federal Programs	\$	156,549
Item 4.	Permits and Fees	\$	1,001,600
	Total General Fund	\$	2,046,311
	Total General Fund - Other Financing Sources	\$	605,000
	Total General Fund Revenues and Other Financing Sources	\$	2,651,311

Total To Be Appropriated \$ 2,651,311

**Section 2:** The monies herein appropriated were derived from various revenues in excess of budget and Fund Balance at December 31, 2015. The Chief Financial Officer is hereby authorized and directed to make the necessary adjustments to the City's books.

**Section 3:** The Chief Financial Officer is hereby authorized to make the necessary inter- and intra-departmental transfers on the City's books.

**Section 4:** This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of May, in the Year of Our Lord, 2017, and in the 241st Year of the Independence of the United States of America.

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Turner-Maybank, Clerk of Council



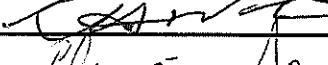

# COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor  
FROM: Scott Watson DEPT. Executive  
SUBJECT: OFFICE OF CULTURAL AFFAIRS – COASTAL COMMUNITY FOUNDATION REGIONAL GRANT CYCLE  
REQUEST: To apply for a CCF Open Grant in the amount of \$10,000  
for the Free Verse Festival, Charleston's first poetry festival.  
Funds will be used for artistic fees and production costs.

COMMITTEE OF COUNCIL: W&M DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

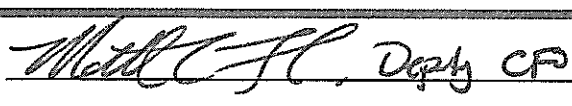
**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

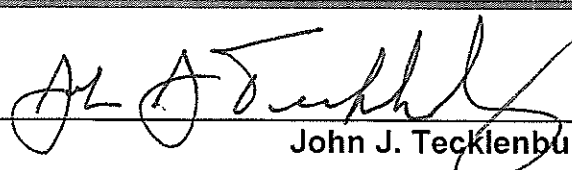
**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NEED:** Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO

**FISCAL IMPACT:**

No City match required.

Mayor's Signature:   
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

# Regional Cycle Application

Gordon Rooney (City of Charleston Office of Cultural Affairs)

*Please fill out all required fields (red fields marked with an \*), and submit by 5:00 PM on June 2nd, 2017. Save your work as you go, as your session will time out after about 20 minutes of inactivity and changes may not be saved.*

## Introduction

### General Information

The Regional Grant Cycle will enable nonprofits to apply for multiple competitive funding programs using one application. These programs provide support across program areas, based on the service area of the applicant, in Beaufort, Berkeley, Charleston, Colleton, Dorchester, Hampton and Jasper counties, as well as arts organizations in Georgetown County. On the next page, please select all programs for which your organization would like to be considered. The description for each program details any relevant eligibility criteria for that program; namely, the service area served by eligible proposals.

All required application materials must be submitted online by **Friday, June 2<sup>nd</sup> 2017 at 5:00 PM to be considered for grant support.**

### ELIGIBILITY

For all programs listed on the next tab, applications are accepted from organizations that a.) are recognized by the I.R.S. as a non-profit, being either a government agency, a recognized house of worship, or an organization exempt from income tax with a 501(c)(3) designation; b.) are not a political or lobbying organization; and c.) do not discriminate on the basis of age, sex, race, color, sexual orientation, national/ethnic origin or disability. Requests will be accepted from public and private schools *only* if the applicant can show clear evidence of collaboration with another organization in the community, in both the program's development and access to services.

### REQUIREMENTS

Applicant organizations must complete all application pages by the deadline. Incomplete applications cannot be considered.

### SCHEDULE

<b><i>STEPS (note: steps 2 – 5 may change slightly, depending on how the schedule progresses, but applicants will be notified of updates)</i></b>	<b><i><u>TIMELINE</u></i></b>
<b><i>Step 1: Submit grant application</i></b>	<b><i>June 2<sup>nd</sup>, 2017</i></b>
Organizations submit a completed grant application to the Foundation by <b>5:00 PM on June 2, 2017.</b>	
<b><i>Step 2: Application materials screened, processed and assigned to committee members</i></b>	<b><i>By mid July, 2017</i></b>
Foundation staff assesses the submission for eligibility and assigns the relevant applications to each committee member for them to review.	
<b><i>Step 3: Finalists determined</i></b>	<b><i>By mid August, 2017</i></b>
All submissions are assessed and applications that score highest and are favored by the Grants Committee will go forward for further consideration. Finalists will be notified to complete the second portion of the application.	
<b><i>Step 4: Site visits</i></b>	<b><i>August-September, 2017</i></b>
In certain cases, The Foundation staff and members of the Grants Committees will visit finalists to address questions regarding the proposal and learn first-hand about programming.	
<b><i>Step 5: Funding recommendations developed</i></b>	<b><i>By end of September, 2017</i></b>
Each proposal submitted will be read and reviewed, and a meeting of Grants Committee is then held to discuss proposals and determine whether a grant will be recommended. This determination is based on	

overall quality of the proposal and on available funds. There is no set number of grants given per funding cycle.	
<b>Step 6: Decisions Announced</b>	<i>Early October, 2017</i>
The Foundation will notify all finalists of funding recommendations either by e-mail or U.S. Postal Service.	

## QUESTIONS?

See the last tab, "FAQs," for answers to some of our most frequently asked questions. If you have a more specific question, please contact the following Grantmaking and Community Leadership staff member:

**Northern Lowcountry** nonprofits (Berkeley, Charleston, Dorchester, Georgetown arts): Caroline Mullis at [Caroline@coastalcommunityfoundation.org](mailto:Caroline@coastalcommunityfoundation.org)

**Southern Lowcountry** nonprofits (Beaufort, Colleton, Hampton, Jasper): Danica Whitney at [Danica@coastalcommunityfoundation.org](mailto:Danica@coastalcommunityfoundation.org)

Regional Cycle 2017

## Program Selection

# Program Selection

Please select **all** programs for which you would like your application to be considered. There is no limit to the number of programs you may select; however, only one proposal per program will be accepted.

- **The Beaufort Fund:**

*The Beaufort Fund* was established in 1998 to distribute grants to Beaufort, Colleton, Hampton and Jasper county non-profit organizations. Applications are accepted from organizations of all fields-of-interest that serve residents of the four specified counties. Grants are for a maximum of \$15,000.

- **Open Grants:**

Requested amount:

\$10,000.00

*Open Grants* was established in 1985 to distribute grants to Berkeley, Charleston and Dorchester county non-profit organizations. Applications are accepted from organizations of all fields-of-interest that serve residents of Berkeley, Charleston and/or Dorchester Counties and/or are arts organizations located in Georgetown County. Grants are for a maximum of \$10,000.

- **Giving Back to Berkeley County Fund:**

*Giving Back to Berkeley County Fund* was established in 2008 to distribute grants to improve the quality of life in the county. Applications are accepted from organizations of all fields-of-interest that serve residents of Berkeley County. Grants are for a maximum of \$10,000.

- **Home Community Fund:**

*Home Community Fund* was established in 2005 to distribute grants to non-profit programs in company's service area. Applications are accepted from organizations of all fields-of-interest that serve residents of Berkeley County. Grants are for a maximum of \$3,000.

- **Dorchester County Fund:**

*Dorchester County Fund* was established in 2010 to distribute grants to improve the quality of life in the county. Applications are accepted from organizations of all fields-of-interest that serve resident of Dorchester County. Grants are for a maximum of \$3,000.

\*Note: The *Realtors Housing Opportunities Fund* and The *Cooper River Bridge Run Fund* will continue to use separate applications, which can be found in the Available Applications section of the portal. Applications for the **Bakker Family Fund** will be automatically pulled from the general pool of applicants based on eligibility; there will be no separate application, and you do not need to request to be considered to qualify.

## Organizational Information

# Organizational Information

*\*If you enter a response and the field remains red, the information you've entered is incompatible with the field's requirements. For example, if you enter '70%' and the field is still red, try entering simply '70.'*

Organization's Name:

First-time applicant? ☒ Yes ☐ No

Please tell how you heard of us:

Select appropriate tax status:

Organization's EIN (Employer ID #):

Mailing address:

City:

State:

Zipcode:

Is your Physical Address the same as your Mailing Address?

Website address:

Executive Director (or equivalent):

Executive Director's email address:

Telephone number:

Is the Executive Director the contact for this grant request?

Contact person for this grant request:

Contact's email address:

Telephone number:

Indicate the one area that best describes your organization's focus:

Organizational Mission:

The Office of Cultural Affairs (OCA) is committed to fostering excellence through artistic expressions, thereby enhancing the quality of life for all of Charleston's citizens regardless of economic, social, or physical considerations. OCA plays a catalytic role in producing and/or supporting programs that educate, inform, and inspire through a variety of cultural activities which celebrate creativity and diversity; contribute to economic development, and underscore Charleston's reputation as an international cultural destination.

Annual budget of organization:

Tell us who you partner with, as relevant for the proposal(s) included in this application:

The Office of Cultural Affairs is partnering with Marcus Amaker, Charleston's first Poet Laureate, to produce Charleston's inaugural poetry festival, "Free Verse Festival".



## Northern Lowcountry Proposals

# Northern Lowcountry Proposals

*\*Please be sure to scroll all the way to the bottom of the page to ensure you've answered all relevant questions. If you enter a response and the field remains red, the information you've entered is incompatible with the field's requirements. For example, if you enter '70%' and the field is still red, try entering simply '70.'*

### Open Grants

Are you requesting funding from Open Grants? ☒ Yes ☐ No

How much are you requesting in funding from Open Grants?

Please fill out the information below as it pertains to your proposal for this program.

Requesting general operating support:

Requesting specific program support: ☒

Name of program:

Requesting purchase of equipment or property:

For this request, please indicate the percentage of your work that is focused in Berkeley County:

For this request, please indicate the percentage of your work that is focused in Charleston County:

For this request, please indicate the percentage of your work that is focused in Dorchester County:

For this request, please indicate the percentage of your work that is focused in Georgetown County (Arts Organizations only)

Total cost of program/project, if applicable:

There is a difference between the amount requested and the total amount needed, in the amount of:

Summarize your request. Please include a description of your impact, as well as the number of people who will directly benefit from this funding request.

The Free Verse Festival is Charleston, South Carolina's first poetry festival. The mission of the festival is to uplift the community by providing eclectic poetry events and workshops at multiple venues in downtown Charleston and in West Ashley. Along with staff from the Office of Cultural Affairs, Marcus Amaker will coordinate with the Charleston County School District to send poets into schools to promote the power and importance of the written word. We expect nearly 5,000 people to benefit directly.

The Free Verse Festival will focus on three areas. The first will be poetry as public art. Locals will see poetry on napkins, buildings, art galleries, restaurants, billboards, t-shirts, sidewalks and more. All of the poems used will be written by local elementary school students. The second area will be workshops and events for students and educators. These workshops will be led by local and regional poets. The third area will be poetry at night. This will be an eclectic mix of events happening during the festival at a number of venues. There will be poetry and hip-hop, poetry and jazz, readings by the Poetry Society of South Carolina and poetry and pancakes.

This project is important to our community on a number of levels. First, poetry as an art form is something that we need to expand on in the Charleston area. The festival already has the commitment of eleven local poets, including South Carolina's Poet Laureate Marjory Wentworth and the opportunity to bring nationally-recognized literary figures, such as Kwame Alexander. Second, through a month-long poetry workshop in area schools and through other events, we expect a student, educator or a festival attendee to be inspired or perhaps discover a new passion. Third, poetry has the capacity to bring people together. Given the various difficult issues our community (like many communities) grapples with, the festival will offer another venue for open reflection and expression through the written word.

How will you know you are successful?

Success will be defined in terms of how many students and educators we reach in the Charleston area as a direct benefit of the Free Verse Festival. As Charleston's first poet laureate brings the art form of poetry to our community, success will be enhancing poetry as a more prominent art form for all to share and enjoy. The OCA will administer surveys and track participation to establish base line indicators of participation.

Did you receive a grant from Open Grants last year?

Yes ☐ No

### ***Giving Back to Berkeley County Fund***

---

Are you requesting funding from Giving Back to Berkeley County Fund?

Yes ☐ No

### ***Home Community Fund***

---

Are you requesting funding from Home Community Fund?

Yes ☐ No

### ***Dorchester County Fund***

---

Are you requesting funding from Dorchester County Fund?

Yes ☐ No

**Southern Lowcountry Proposals****Southern Lowcountry Proposals**

*\*If you enter a response and the field remains red, the information you've entered is incompatible with the field's requirements. For example, if you enter '70%' and the field is still red, try entering simply '70.'*

Are you requesting funding from the Beaufort Fund?

Yes ☐ No

## FAQs

# Frequently Asked Questions

- *Do you award grants to individuals?* The only money awarded to individuals through Coastal Community Foundation goes out through our annual scholarship programs and the Griffith-Reyburn Lowcountry Artist of the Year Award (a part of our January Specialized Grants Cycle). There are no programs included in the June cycle which might award grants to individuals.
- *Will this new combined application reduce the total amount of funding available for my application?* No. Applicants will be considered separately for each program, and will be able to qualify for the same amount of funding as in prior years. Receiving funds from one competitive program will not affect your ability to qualify for funding from another.
- *Can I still apply for funding for specific programs in different service areas?* Yes; however, you will need to fill out each section of the application with specific program information on the Northern Lowcountry Proposals and Southern Lowcountry Proposals tabs.
- *If I am awarded a grant, how will I know which program is funding my application?* You will receive a separate check and transmittal letter for each program which provides funding for your application.
- *If I become a finalist for multiple programs, will I have multiple site visits and additional information requested?* No. If you advance in any programs, you will have one site visit at most, and would need to complete additional information one time.
- *Does my program need to be solely focused in one service area to qualify for a regional program?* No. However, at least 25% of the program work needs to take place in that service area for it to qualify for funding for that region.
- *What happened to the Bakker Family Fund?* The Bakker Family Fund will continue its grantmaking activities through the June cycle. Any eligible organization which completes an application for the June cycle will be considered for that program; you do not need to separately select the program to qualify.
- *Don't I need to include attachments with my application? What happened to the other questions we've always answered?* All programs included in the Regional Grants Cycle will operate in two rounds: an initial round, and a finalist round. Organizations which advance to the finalist round will be notified that there are now additional questions available for them to answer. That's where you'll see our traditional Board of Directors attachment, as well as Budget Breakdowns and a few additional questions.
- *How can I learn more about this process?* CCF staff will conduct four in person trainings in April, following the schedule below. You are welcome, though not required, to attend any you'd like. To sign up for a training, follow the link below the chart. You can send in any additional questions to the contacts listed on the first page of the application as needed.

Date	Location
April 11 <sup>th</sup>	Colleton County Memorial Library 600 Hampton Street Walterboro, SC 29488
April 13 <sup>th</sup>	Coastal Community Foundation 635 Rutledge Avenue, Suite 201 Charleston, SC 29403
April 18 <sup>th</sup>	Berkeley County Library 1003 US-52 Moncks Corner, SC 29461
April 20 <sup>th</sup>	Coastal Community Foundation – Beaufort Office One Beaufort Town Center 2015 Boundary Street, 2nd Floor Beaufort, SC 29902

Sign up link for ALL sessions listed above: [www.SignUpGenius.com/go/10C0D49A8A62CA1FA7-npotraining](http://www.SignUpGenius.com/go/10C0D49A8A62CA1FA7-npotraining)

\*Note: some locations are limited in capacity. Please sign up in advance to give us an idea of how many will be joining us. If needed, we will add additional trainings to accommodate all those interested in attending.

Regional Cycle 2017


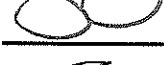
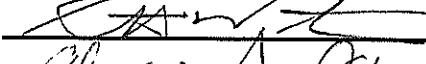
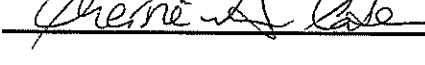
# COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor  
FROM: Scott Watson DEPT. Executive  
SUBJECT: OFFICE OF CULTURAL AFFAIRS – GAYLORD AND DOROTHY DONNELLEY FOUNDATION (GDFF)  
REQUEST: To accept a grant award from the GDFF in the amount of \$5,000  
to support the 2017 Piccolo Spoleto Festival. Funds will be used to  
support performances during the Festival.

COMMITTEE OF COUNCIL: W&M DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

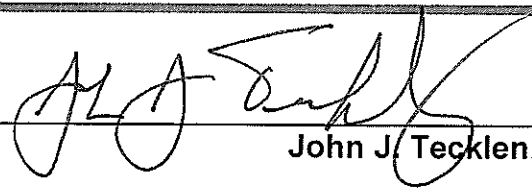
**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NEED:** Identify any critical time constraint(s).

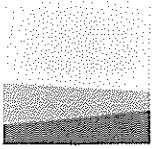
CFO's Signature: 

**FISCAL IMPACT:**

No City match required.

Mayor's Signature:   
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



GAYLORD & DOROTHY  
DONNELLEY FOUNDATION

May 12, 2017

Mr. Scott Watson  
Director  
City of Charleston, Office of Cultural Affairs  
75 Calhoun Street #3800  
Charleston, SC 29401

Dear Mr. Watson:

The Gaylord and Dorothy Donnelley Foundation is pleased to announce a grant of \$5,000 to City of Charleston, Office of Cultural Affairs to support small arts organizations' performances for Piccolo Spoleto Festival.

The grant is to be used for the specific purpose identified above and is subject to the terms outlined on the following grant conditions form. Please indicate acceptance of the terms by signing and returning the form via email ([sclark@gddf.org](mailto:sclark@gddf.org)) or fax at 312-977-1686. After the Foundation has received the signed form, a check for the full payment of the grant can be issued.

In recognizing our grant support in your external communications, please use our logo and key points available on our website: <http://bit.ly/gddflogo>.

We are pleased to be part of your work. If you have any questions, please contact our Grants Manager, Susan Clark.

Yours sincerely,

J. David Farren  
Executive Director

JDF/sbc

Grant ID 2017-157

CHICAGO OFFICE  
5 EAST WACKER DRIVE  
10TH FLOOR  
CHICAGO, IL 60601  
312-977-1686

LOWCOUNTRY OFFICE  
1001 EAST ANGLER AVENUE  
CHARLESTON, SC 29401  
312-977-1686

WWW.GDDF.ORG

BOARD OF DIRECTORS

Jean Donnelley, Chair  
John Donnelley  
Timothy H. Brown  
Gloria Chaffin  
Susan Donnelley  
William M. Donnelley  
Adam Donnelley  
Margaret M. Lyberry, Vice-Chair  
Alex Shofner  
Laura Ryan  
Frederick W. Miller  
Marie Winkler

## GRANT CONDITIONS

Below are conditions to which a recipient (the "organization") of a discretionary grant of the Gaylord and Dorothy Donnelley Foundation (the "Foundation") must adhere in the expenditure or use of the funds.

**Prohibition against using funds to influence legislation.** Grant funds may not be used to carry on propaganda, or otherwise to attempt to influence legislation within the meaning of section 4945(d)(1) of the Internal Revenue Code ("Code"). This includes using funds to attempt to influence legislation through (i) an attempt to affect public opinion or (ii) a communication with any member or employee of a legislative body or with any other government official or employee participating in the formulation of legislation. Grant funds may be used to perform nonpartisan analysis, study or research of policy issues only within the scope of the grant.

**Prohibition against using funds for other political activities.** Grant funds may not be used to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of section 4945(d)(2) of the Code. This includes using funds to participate or intervene, directly or indirectly, in any campaign on behalf of or in opposition to any candidate for public office.

**Compliance with U.S. Law.** By countersigning this letter, the organization agrees that it will comply with all applicable United States law.

**Tax Status.** By countersigning this letter, the organization confirms that it has been determined by the Internal Revenue Service to be an organization described in section 501(c)(3), 170(c)(1) or 511(a)(2)(B) of the Internal Revenue Code of 1986 that is not a private foundation as described in section 509(a) of the Code, and that this determination has not been revoked or modified and continues in full force and effect. If the determination is revoked or modified, please notify the Foundation immediately. Organization further confirms that is not a Type III supporting organization within the meaning of section 4943(f)(5)(A) of the Code. No payment hereunder shall be required to be made at any time after your organization ceases to be an organization described in section 501(c)(3), 170(c)(1) or 511(a)(2)(B) that is not a private foundation or a Type III supporting organization.

## ACCEPTANCE

Please indicate acceptance of the terms of these conditions by signing below. Payment of the funds will be made upon receipt of this signed form. Under no condition will payment commence until the Foundation is in receipt of this signed form to acknowledge the terms of the grant and the grant conditions as set forth above.

\_\_\_\_\_  
(Signature of Organization Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Organization:** City of Charleston, Office of Cultural Affairs

**Grant ID** 2017-157

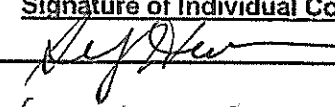
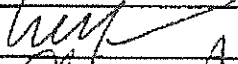



## COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
FROM: Laurie C. Yarbrough DEPT. Recreation  
SUBJECT: SUMMER FOOD SERVICE PROGRAM  
REQUEST: Approve the Contract between the City of Charleston and the Charleston County School District to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.

COMMITTEE OF COUNCIL: DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Recreation Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

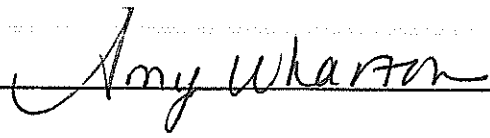
**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☒

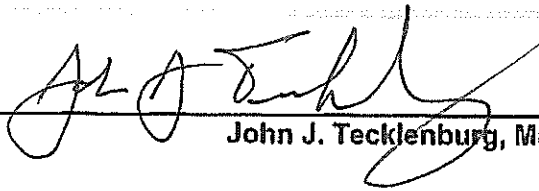
If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NEED:** Identify any critical time constraint(s).

CFO's Signature:   
**FISCAL IMPACT:**

Mayor's Signature:   
John J. Tecklenburg, Mayor

# SUMMER FOOD SERVICE PROGRAM CONTRACT

## SECTION A

This document sets forth the terms and conditions applicable to the procurement of Summer Food Service Meals. This contract was not subject to bidding by commercial vendors as the Charleston County School District has agreed to vend this program.

### Sponsored by

City of Charleston Recreation Department  
Summer Feeding Program  
823 Meeting St.  
Charleston, SC 29403  
(843) 724-7327

### Vended by

Charleston County School District  
Office of School Food Services  
3999 Bridge View Dr.  
North Charleston, SC 29405  
(843) 566-8180

Contract Commencement Date: JUNE 6 Contract Expiration Date: AUG. 4

Estimated Daily Meal Count: 960 Cost of each Meal \$3.24

Estimated Amount of Contract: \$ 133,747.20

## ACCEPTANCE

City of Charleston Summer Feeding Program  
Sponsor Name

\_\_\_\_\_  
Sponsor Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sponsor Signature and Date

Charleston County School District  
Vender Name

Walter Campbell  
Vendor Representative

Executive Director  
Title

Walter Campbell 5/4/20  
Vendor Signature and Date

## SECTION B – SCOPE OF SERVICES

1. Charleston County School District Office of School Food Services (hereafter referred to as "the Vendor") agrees to prepare meals that follow the guidelines of the National School Lunch Program, Attached hereto and made a part hereof, subject to the terms and conditions of the contract.
2. All meals furnished will meet or exceed USDA requirements. In the event meals prepared by the Vendor do not meet the meal pattern requirements set by USDA and disallowed for this reason, the Vendor will reimburse City of Charleston Summer Feeding Program (hereafter referred to as "the Sponsor") for any administrative cost or site labor cost incurred by loss of reimbursement for these disallowed meals.
3. The Vendor shall furnish meals as ordered by the Sponsor during the period of:

JUNE 6 to Aug. 4  
(Commence Date) (Expiration Date)

Meals are to be picked-up Monday, Tuesday, Wednesday, Thursday, and Friday with the exception of the following date(s):

July 4<sup>th</sup>

## SECTION C – UNIT PRICE SCHEDULE AND INSTRUCTIONS

### 1. Unit Price

The Sponsor agrees to pay the Vendor \$3.24 for each unitized meal that has been invoiced and signed by a designee authorized by the Sponsor. The meal must include proper packaging as required in the specification and must meet USDA meal pattern requirements.

### 2. Meal Orders

The Sponsor will order meals by 2:00 P.M. on the day proceeding the day of pick-up. The Sponsor reserves the right to increase or decrease the number of meals orders by 2:00P.M. on the day preceding the day of pick-up. Monday orders are due by 2:00 P.M. on the preceding Friday.

### 3. Menu – Cycle Change Procedure

Meals will be picked-up on a daily basis in accordance with the menu cycle provided by the Vendor. Menu changes maybe made when product is not available. All menus will contain product that has been approved by USDA and the meets USDA requirements. The Sponsor will be contacted when menu changes are made.

#### 4. Noncompliance

The Sponsor reserves the right to inspect and determine the quality of food and to reject any meals which do not comply with the requirements and specifications of the contract. The Sponsor reserves the right to obtain meals from other sources if meals are rejected for any of the stated reasons. The Vendor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Sponsor shall notify the Vendor in writing as to the number of meals rejected and the reasons for rejection. The SFSP regulations provide that the State agency may use statistical sampling methods when conducting administrative reviews. The SFSP regulations further state that the State agency may use the results of statistical monitoring to determine the Sponsor's reimbursement. In the event that, via statistical sampling, the state agency disallows reimbursement for any of the reasons stated in this agreement, the Vendor will not be paid for those meals disallowed.

#### 5. Preparation and Packaging

Each cold meal container will be individually wrapped and sealed. All products will be non – toxic. Meals will be prepared under properly controller temperatures and held at correct temperatures. Meals will be prepared using appropriate sanitary procedures. The menu cycle, provided by the Vendor, is included in Schedule B of this agreement. Menu portions shall be at least the minimal quantities specified by USDA for each component of each meal. All meals will meet the food specifications and quality standards as approved by USDA.

### SECTION D – PICK-UP, INSPECTION, AND PAYMENT

#### 1. Pick-Up Requirements

- a) Each day, meals are to be picked-up at one of the ten designated schools.
- b) The Vendor shall prepare a pick up schedule for all sites listed.
- c) Adequate refrigeration or heating shall be provided during pick-up of all food to ensure the wholesomeness of foods at pick-up in accordance with State or local health codes.

#### 2. Supervision and Inspection

The Vendor shall provide management supervision at all times and maintain constant quality control inspection to check for portion size, appearance, and packaging, in addition to the quality of products.

#### 3. Record keeping

- a) Pick-up receipts will be prepared by the Vendor and provided to the designee for the Sponsor at each site. Pick-up receipts will be itemized to show the number of meals of each type picked-up for each site. Designees for the Sponsor at each site will check accuracy of meals before signing the pick-up ticket. Vendor invoices for reimbursement shall be accepted by the Sponsor for only those meals that are accounted for by receipts that have been signed by the Sponsor's designee for the site.
- b) The Vendor shall maintain records supported by pick-up tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims.
- c) The records of the Vendor pertaining to this contract shall be available for a period of three years from the date of submission of the final resolution of any audits, for inspection and audit by representatives of the USDA, the Sponsor, and the U.S. General Accounting Office at any reasonable time and place.

#### 4. Method of Payments

The Vendor will submit an itemized invoice to the Sponsor for each month of service. No payment will be made unless the required receipts have been signed by the site representative of the Sponsor. The Vendor will be paid by the Sponsor for all meals in accordance with this contract and SFSP regulations.

#### 5. Inspection of Facility

- a) The Sponsor, the State agency, and USDA reserve the right to inspect the Vendor's preparation facilities without notice at any time during the contract period, including the right to be present during preparation of meals.
- b) The Vendor shall conform to all local and state health department standards.

#### 6. Availability of Funds

The Sponsor reserves the right to cancel this contract if state or federal funding for the SFSP program is withdrawn. It is further understood that in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been assembled in accordance with this contract.

#### 7. Number of Meals and Completeness

The Vendor must provide the exact number of meals ordered. The Sponsor is not obligated to accept or pay for any meals in excess of the number ordered. Counts of meals will be made at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of meals is determined.

#### 8. Emergencies

In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the Sponsor by telephone.

The Vendor assumes no responsibility for emergency circumstances that preclude the utilization of meals that are complete and conform to the standards of this contract.

Adjustments for emergency situations for periods that will occur for longer than 24 hours will be mutually worked out between the Vendor and the Sponsor.

9. Termination

The Sponsor reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The Sponsor shall notify the Vendor in writing of specific instances of noncompliance. The Vendor shall have the right to respond to the notification within 48 hours. The Vendor shall respond in writing by providing a corrective action plan that specifically outlines the steps that the Vendor will immediately take to come into full compliance with the standards of this contract. If the Vendor fails to do this, the Sponsor reserves the right to immediately terminate this contract.

10. Equal Opportunity

Neither the Vendor, nor the Sponsor, nor any parties outlined in this contract shall discriminate on the basis of race, color, national origin, sex, age, or disability.

week one			
day		contribution	serving size
1	Popcorn Chicken Snackers (same as last year)	2M/1G	8-10 pieces
	broccoli	1V	4 ounce
	fresh whole orange	1F	whole
	Low Fat Milk	Milk	1/2 pint
	condiment (honey mustard)		
2	mac and cheese	1G/2MA	6 ounce
	Goldfish	1G	pack
	kernel corn	1V	4 ounce
	plum	1F	whole
	Low Fat Milk	Milk	1/2 pint
3	hamburger	2M	2.25 ounce
	bake crafters bun	2G	ounce
	baked beans	1V	4 ounce
	gala apple	1F	whole
	Low Fat Milk	Milk	1/2 pint
	condiment (ketchup/mustard)		
4	Popcorn Orange Glazed Chicken	1G/2MA	4 ounce
	brown rice	1G	4 ounce
	6.75 oz dragon punch veggie juice	1V	6.75
	Low Fat Milk	Milk	1/2 pint
	apple sauce cup	1F	4 ounce
5	turkey/cheese/crackers anytime	1M/1MA/2G	
	6.75 oz apple juice	1F	6.75 ounce
	milk	Milk	1/2 pint
	pre-packaged carrot sticks	1V	4 ounce
	ranch PACKET		

week two			
day		contribution	serving size
6	Popcorn Chicken Snackers (same as last year)	2M/1G	8-10 pieces
	broccoli	1V	4 ounce
	fresh whole orange	1F	whole
	Low Fat Milk	Milk	1/2 pint
	condiment (honey mustard)		
7	cheese pizza croissant	2MA/2G	single
	kernel corn	1V	4 ounce
	plum	1F	whole
	Low Fat Milk	Milk	1/2 pint
8	teriyaki chicken	2M	4 ounce
	brown rice	1G	4 ounce
	6.75 oz dragon punch veggie juice	1V	6.75
	Low Fat Milk	Milk	1/2 pint
	apple sauce cup	1F	4 ounce
9	Turkey Hot Dog (new frozen product)	2M	2 ounce
	bake crafters bun	2G	
	baked beans	1V	4 ounce
	gala apple	1F	whole
	condiment (1 ketchup/mustard)		
10	turkey cheese croissant sandwich	1M/1MA/2G	
	6.75 oz apple juice	1F	6.75 ounce
	milk	Milk	1/2 pint
	pre-packaged carrot sticks	1V	4 ounce
	ranch PACKET		

## COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

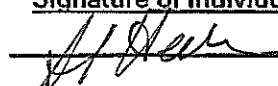
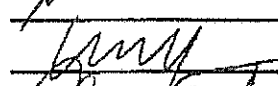
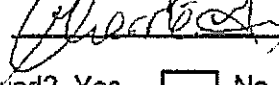
FROM: Laurie C. Yarbrough DEPT. Recreation

SUBJECT: SUMMER FOOD SERVICE PROGRAM

REQUEST: Approve the Contract between the City of Charleston and the Lowcountry Food Bank to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.

COMMITTEE OF COUNCIL: \_\_\_\_\_ DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Recreation Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☒

If yes, provide the following: Dept./Div.: \_\_\_\_\_ Account #: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NEED:** Identify any critical time constraint(s).

CFO's Signature: \_\_\_\_\_

**FISCAL IMPACT:** \_\_\_\_\_

Mayor's Signature: \_\_\_\_\_

John J. Tecklenburg, Mayor



**CHILD AND ADULT CARE FOOD PROGRAM  
INSTITUTION/FOOD SERVICE MANAGEMENT COMPANY  
CONTRACT TO FURNISH FOOD SERVICE**

This agreement is made and entered into by and between the  
Lowcountry Food Bank, hereinafter referred to as FSMC, and  
City of Charleston Parks and Recreation Dept., hereinafter referred to as Institution on this date  
May 8, 2017.  
(Date)

The Institution shall provide the food service management company with a list of the State agency approved child care centers, day care homes, adult day care centers and outside-school-hours care centers to be furnished meals by the food service management company, and the number of meals, by type, to be delivered to each location.

The above FSMC agrees to supply \_\_\_\_\_ unitized meal \_\_\_\_\_ that are  
(Unitized meals/meals in bulk quantities)  
\_\_\_\_\_ inclusive \_\_\_\_\_ of milk to the City of Charleston Park and Recreation Department  
(inclusive/exclusive) (CACFP-Facility)  
located at \_\_\_\_\_, with/without appropriate nonfood supplies and  
for the rates herein listed:

Breakfasts . . . \$ _____ each	Lunch . . . . \$ 2.50 _____ each
Snacks . . . . . \$ _____ each	Supper . . . . . \$ _____ each

For adult day care centers the lunch meals will be N/A of the second bread serving  
(inclusive/exclusive)  
required by the CACFP federal regulations. If the FSMC is not responsible for providing the second bread serving, the FSMC will inform the CACFP institution of those days when an additional bread serving is required.

The FSMC shall furnish meals as ordered by the Institution during the period of 8/7/2017  
through 8/11/2017. Meals shall be served 5 days a week.  
(Month/Day/Year) (Month/Day/Year)  
Meals shall be delivered in accordance with the following delivery schedule.

City of Charleston Parks & Recreation Dept. will pick up 400 meals at the LCFB daily by 1pm beginning  
on Friday 8/4/2017 - Friday 8/11/2017

Meals shall be delivered within the time frame of 9:00am to 11:00am, except  
for holidays as scheduled by the N/A, with the exception of  
weather cancellations.

Meals that are delivered in bulk quantities shall be delivered with the appropriate serving utensils and serving guide.

The FSMC shall provide appropriate delivery receipts with the meals. Increases and decreases in the number of meal orders may be made by the Institution, as needed, as long as the FSMC is informed of such changes by Noon. It is further agreed that the FSMC, pursuant to the provisions of the Child and Adult Care Food Program Regulations, the attached copy of which is part of this agreement, will assure that said meals meet or exceed the minimum requirements or exceed the minimum requirements as to nutritive value and content according to the USDA meal pattern for the CACFP. The FSMC will also maintain full and accurate records (supported by invoices, receipts or other evidence) that the Institution will need to meet its responsibility including the following:

1. Menu Records, including revisions (all menu revisions must be approved by the Institution).
2. Meals, including daily number of meals delivered by type.
3. Production records, including amount of food prepared.

The FSMC, agrees also to retain records required under the preceding clause for a period of three years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all books, documents, papers which are directly pertinent to the program available to representatives of the U. S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

The FSMC shall submit to the CACFP Institution, no less frequently than monthly, a copy of the menus to be used for the upcoming month.

The FSMC shall promptly submit invoices to the Institution no less frequently than monthly. The FSMC shall request from the CACFP Institution, by the 20th working day of the month, payment for the number of meals ordered and delivered during the preceding month. The CACFP Institution shall make payment to the FSMC by the 30th working day of the month. If payment is not received by the 5th day of the month, the FSMC can assess a monthly finance charge of 3 % of the unpaid balance. If the unpaid balance is not paid in full within forty-five (45) days of the date of the initial invoice, then the FSMC will consider that the CACFP Institution has breached this contract and the FSMC has the right to terminate meal service immediately. Written notification of this action shall be sent to the Institution. Each invoice shall give a detailed breakdown of the number of meals delivered at each center during the preceding month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the CACFP Institution.

The FSMC shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meals requirements contained in the contract.

The FSMC shall have Federal, State or local health certification for the facility in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the South Carolina Department of Social Services

(SCDSS) may require the food service management company to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the Institution and to SCDSS.

This contract shall be effective for the period August 7, 2017 through August 11, 2017. Except as otherwise provided for in the contract, it may be terminated by notice in writing given by either party hereto to the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the dates indicated below:

INSTITUTION:

WITNESSES:

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FSMC:

WITNESSES:

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of food preparation facility for which this agreement applies:

\_\_\_\_\_

From: "Waddell, Melinda" <MWaddell@lcfbank.org>

Date: May 8, 2017 at 1:44:13 PM EDT

To: <ssmphotography@aol.com>, "Yarbrough, Laurie" <YARBROUGHHL@charleston-sc.gov>

Subject: Menu for lunch 8/7-8/11

	7-Aug	8-Aug	9-Aug	10-Aug	11-Aug
week 10	1% chocolate Milk (8oz) Mixed Green Salad (4oz) / Boiled Egg (1each) Ranch dressing WW crackers (2pkg. / 4 crackers) Cinnamon Apples (2oz)	1% chocolate Milk (8oz) Sliced Ham (2oz) WW bun (1oz) Cole Slaw (4oz) Oranges (2oz)	1% chocolate Milk (8oz) Pimiento Cheese (F05/2oz) WW bun (1oz) Grape Tomatoes (4oz) / Ranch dressing Raisins (2oz)	1% chocolate Milk (8oz) Tuna Salad (F-11/2oz) Baby Carrots (4oz) / Ranch dressing WW crackers (2pks / 2 each) Apples (2oz)	1% chocolate milk (8oz) Sliced Turkey (2oz) Cheddar Cheese (1oz) WW bun (1oz) Cucumber Spears (2oz) / Ranch dressing Pears (2oz)

Melinda Waddell

Director of Programs

### LOWCOUNTRY FOOD BANK

FEED. ADVOCATE. EMPOWER.

2864 Azalea Drive | Charleston | SC | 29405

843.747.8146 ext. 112 | 843.747.8147 fax

[website](#) | [facebook](#) | [twitter](#)

Named to the 2016 SC Secretary of State Angels list for exceptional service to the community

Agreement Regarding Workforce Housing  
(28 Woolfe Street)

THIS Agreement Regarding Workforce Housing ("Agreement") is made and entered into effective as of the \_\_\_\_ day of May, 2017 (the "Effective Date"), by and between **CRP/SSCP WOOLFE STREET OWNER, LLC**, a Delaware limited liability company ("Owner"), and the **CITY OF CHARLESTON**, a South Carolina municipal corporation ("City" or "City of Charleston").

RECITALS:

WHEREAS, Owner is constructing a mixed use building at 28 Woolfe Street, Charleston, South Carolina (the "Property"); and

WHEREAS, the Property is zoned Mixed Use 2 – Workforce Housing ("MU-2/WH") under Chapter 54 of the Code of the City of Charleston (the "City Zoning Ordinance"); and

WHEREAS, the City is considering an ordinance to amend the MU-2/WH requirements under the City Zoning Ordinance with respect to workforce housing to provide for a payment to the City in lieu of providing workforce housing (the "Payment in Lieu") (such ordinance, in such form as may be finally adopted and approved at final reading by City Council, is referred to herein as the "Ordinance Amendment"); and

WHEREAS, Owner expects to complete construction of the Property shortly and to obtain a certificate of occupancy ("CO") prior to final reading by City Council of the Ordinance Amendment; and

WHEREAS, Owner and the City desire to allow for the participation of the Property in the Payment in Lieu upon final reading of the Ordinance Amendment;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Delivery of Payment in Lieu and Workforce Housing Covenants. Upon execution of this Agreement, Owner shall deliver to City (i) a deposit amount, in the form of an irrevocable letter of credit (in form satisfactory to the City), equal to \$520,587.60 (the "Deposit") and (ii) the fully executed Declaration of Covenants, Conditions and Restrictions for workforce housing in the form attached hereto as **Exhibit A** (the "Workforce Housing Covenants"). The Deposit and the Workforce Housing Covenants shall be held in escrow by the City pursuant to the terms of this Agreement. The Deposit is calculated based on the Payment in Lieu formula in the current proposed draft of the

Ordinance Amendment as approved by the Committee on Housing and Community Development as follows: Payment in Lieu equal to \$3.40/square foot x 153,114 gross square feet of the Property = \$520,587.60.

2. Certificate of Occupancy. Upon delivery of both the Deposit and the Workforce Housing Covenants to the City, the workforce housing requirements under the MU-2/WH zoning provisions for purposes of obtaining a CO shall be satisfied, and the Property shall be granted a CO following satisfaction of all other requirements therefor. Upon obtaining a CO, all residential units within the Property, including without limitation the fourteen (14) residential units identified as workforce housing units under the Workforce Housing Covenants (the "**Workforce Housing Units**"), may be leased by Owner at market rate rents to any persons, provided that such leases of the Workforce Housing Units shall not extend beyond July 31, 2018 (the "**Conversion Date**"). The Workforce Housing Covenants shall provide for a ten (10) year period commencing as of the Conversion Date during which the Property will be subject to the restrictions and conditions set forth therein.

3. Release of Escrow. Upon final reading by City Council approving the Ordinance Amendment, the Deposit shall be applied to the Payment in Lieu thereunder, the parties shall execute and deliver any such other documents required to effect the Payment in Lieu under the Ordinance Amendment, and the Workforce Housing Covenants shall be returned to Owner and be of no further force or effect; provided however, that (i) if the Ordinance Amendment receives final reading and approval by City Council by October 1, 2017, but the formula for calculating the Payment in Lieu is decreased from the \$3.40/square foot set forth in the currently proposed draft, then the portion of the Deposit equal to the required Payment in Lieu shall be applied, and any excess shall be refunded promptly to Owner; (ii) if the Ordinance Amendment receives final reading and approval by City Council by October 1, 2017, but the formula for calculating the Payment in Lieu is increased from the \$3.40/square foot set forth in the currently proposed draft or is otherwise subject to terms materially different from the currently proposed draft, then Owner shall have the option to accept such changes and elect to pay to the City the additional amount, if any, required for the Payment in Lieu, or Owner may elect instead not to participate in the Payment in Lieu, in which case the Deposit shall be refunded in full to Owner, and the Workforce Housing Covenants shall be recorded in the RMC Office for Charleston County and take effect as provided therein; and (iii) if the Ordinance Amendment has not received final reading and approval by City Council by October 1, 2017, the Deposit shall be refunded in full to Owner, and the Workforce Housing Covenants shall be recorded in the RMC Office for Charleston County and take effect as provided therein. In the event that the Deposit is refunded to Owner and the Workforce Housing Covenants recorded as provided above, and subsequently City Council approves final reading of the Ordinance Amendment, Owner may still elect to participate in such payment in lieu option as provided for other existing workforce housing properties under the terms of the Ordinance Amendment as approved by City Council.

4. Miscellaneous.

a. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same agreement. Further, a photographic, photostatic, facsimile or other reproduction of a signature to this Agreement, when delivered to evidence the actual execution of this Agreement by a party hereto, shall be deemed to be the execution of this Agreement by such party and shall be enforceable as an original executed document.

b. The parties represent and warrant to each other that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

c. The headings of this Agreement are for convenience of reference only and do not in any way limit or amplify the terms and provisions hereof.

d. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

e. This Agreement shall be governed and interpreted in accordance with the internal laws of the State of South Carolina without application of conflicts of laws provisions that would require the application of the law of any other jurisdiction.

f. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect and the parties shall use their best efforts to substitute a like but enforceable and valid provision in lieu of the unenforceable or invalid provision.

g. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, electronic mail, certified or registered mail, return receipt requested, or Federal Express (or other nationally recognized overnight courier) to the parties hereto at the address shown below, or at such other address as any of them may designate by notice to each other.

If to Owner: CRP/SSCP WOOLFE STREET OWNER, LLC  
Attention: John Long  
3715 Northside Parkway, Suite 1-310  
Atlanta, GA 30327  
Phone: 404-583-8047  
Email: jlong@southcitypartners.com

With a copy to: Justin Ferira

235 St. Philip Street, Unit B  
Charleston, SC 29401  
Email: jferira@seine-group.com

and

Womble Carlyle Sandridge & Rice, LLP  
5 Exchange Street  
Charleston, SC 29401  
Attention: W. Foster Gaillard  
Email: [fgaillard@wcsr.com](mailto:fgaillard@wcsr.com)

If to City: City of Charleston  
Department of Housing and Community Development  
Attention: Director  
75 Calhoun Street, Suite 3200  
Charleston, SC 29401-3506

With a copy to: City of Charleston  
Attention: Legal Department  
PO BOX 304  
Charleston, SC 29402

h. Each of the parties hereto shall execute and deliver such additional documents and take such actions as may be reasonably requested in order to fully carry out the intent and purpose of this Agreement.

i. This Agreement supersedes all prior agreements, understandings, representations and statements, if any, regarding the subject matter contained herein, whether oral or written, and no amendment of this Agreement shall be valid and binding upon the parties unless made in writing and signed by an authorized officer on behalf of each of such party.

[SIGNATURES BEGIN ON NEXT PAGE]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first written above.

Owner:

**CRP/SSCP WOOLFE STREET OWNER, LLC,**  
a Delaware limited liability company

By: CRP/SSCP Woolfe Street Venture, L.L.C.,  
a Delaware limited liability company  
Its: sole member and sole manager

By: Seine-SCP Woolfe Street, LLC,  
a Georgia limited liability company,  
its administrative member

By: Seine-SCP Woolfe Street Manager, LLC  
a Georgia limited liability company,  
its manager

By: SCP Investments, LLC,  
a Georgia limited liability company  
its manager

By: South City Partners, LLC,  
a Georgia limited liability company,  
its manager

By: \_\_\_\_\_  
Name:  
Its:

CITY:

**City of Charleston**

By: \_\_\_\_\_  
Name:  
Title: Mayor

Attest: \_\_\_\_\_  
Name:  
Title: Clerk of Council

**Exhibit A**

**Workforce Housing Covenants**

[attached hereto]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by **CRP/SSCP WOOLFE STREET OWNER, LLC**, a Delaware limited liability company, its successors and assigns, (the "**Declarant**"), having its principal address at 3715 Northside Parkway, Suite 1-310, Atlanta, GA 30327.

WITNESSETH:

**WHEREAS**, the Declarant is the owner of certain real property located at 28 Woolfe Street in the City of Charleston, Charleston County, South Carolina, upon which the Declarant intends to construct a mixed-use residential project to be known as Skygarden (the "**Regime**") consisting of approximately 94 residential units (each a "**Unit**" and collectively the "**Units**"); and

**WHEREAS**, the Declarant desires to submit those certain [15%] residential Units identified on Exhibit A attached hereto and incorporated herein by reference (the "**Skygarden Workforce Housing Units**") to the plan and operation of this Declaration in general accordance with the district designation Mixed Use 2 – Workforce Housing District (MU-2/WH) in effect on the date of this Declaration, as codified in Chapter 54 of the Code of the City of Charleston (Zoning Ordinance), Article II, Part 15, as amended to the date of this Declaration (the "**Ordinance**");

**NOW, THEREFORE**, the Declarant hereby declares that all of the Skygarden Workforce Housing Units shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Skygarden Workforce Housing Units, said easements, restrictions, covenants, charges, liens and conditions shall touch, concern and run with the title to the Skygarden Workforce Housing Units and shall be binding on all parties having any right, title or interest in the Skygarden Workforce Housing Units or any portion thereof. This Declaration shall also bind the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of any party which purchases, takes or holds any interest in the Skygarden Workforce Housing Units.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "**Area Median Income**" shall mean and have reference to the median family income, based upon applicable family size of a Qualified Household for the Charleston-North Charleston metropolitan statistical area as published by the United States Department of Housing and Urban Development (together with its successors, "**HUD**"), as adjusted for household size by the City of Charleston Department of Housing and Community Development (together with its successors, "**DHCD**"). If HUD should no longer compile and publish such statistical information,

the most similar information compiled and published by HUD, or any other branch or department of the federal government or the State of South Carolina, or the City of Charleston shall be used for the purpose of determining Area Median Income.

The Owner shall be required to submit to the City of Charleston Department of Housing and Community Development, or its successor, verified income reports of household income of all occupants of the Rental Workforce Housing Units at the inception of each tenancy of a Rental Workforce Housing Unit and no less than on a yearly basis thereafter, as determined by the City of Charleston Department of Housing and Community Development, or its successor.

Section 2. “*City*” shall mean and have reference to the City of Charleston, a municipal corporation, duly organized and existing under the laws of the State of South Carolina.

Section 3. “*Rental Workforce Housing Unit(s)*” shall mean and have reference to those [15%] residential units (as defined in the Ordinance) identified in Exhibit A made available for lease by Qualified Households as may be amended pursuant to Article II of this Declaration.

Section 4. “*Declarant*” shall mean and have reference to **CRP/SSCP WOOLFE STREET OWNER, LLC**, a Delaware limited liability company, its successors and assigns.

Section 5. “*Fair Market Rent*” applicable to each Rental Workforce Housing Unit shall mean and have reference to a fixed rate equal to thirty (30%) percent of eighty (80%) percent of Area Median Income, as published annually by HUD. Fair market Rent shall not include payment for cable and internet service, furniture, or television, utilities, or water service. Payment for these services, as offered to and elected by tenants, shall be paid separately and independently of Fair Market Rent.

Section 6. “*Household Income*” shall mean and have reference to all sources of financial support, both cash and in kind, of all adult members of a household, including, without limitation, wages, salaries, tips and commissions, all forms of self-employment income, interest, dividends, net rental income, income from estates or trusts, social security benefits, railroad retirement benefits, supplemental security income, aid to families with dependent children or other public assistance welfare programs, other sources of income regularly received including veterans’ (VA) payments, unemployment compensation, child support and alimony, awards, prizes, lottery income, government or institutional or eleemosynary loans, grants or subsidies, and contributions made by family or others for medical, financial, personal or educational needs.

Section 7. Intentionally Left Blank.

Section 8. “*Owner*” shall mean and have reference to, at any particular point in time, the owner in fee simple of any Skygarden Workforce Housing Unit, and the owner’s heirs, successors and assigns. Nothing in this Agreement shall prohibit the sale of any Rental Workforce Housing Unit to a subsequent Owner, so long as this Declaration remains in full force as to the Rental Workforce Housing Units and the restrictions applicable to their rental conditions.

Section 9.     ***“Qualified Household”*** for Rental Workforce Housing shall mean and have reference to those households where Household Income does not exceed eighty percent (80%) of the Area Median Income as of the date of lease of a Rental Workforce Housing Unit by the Qualified Household;

## **ARTICLE II**

### **OCCUPANCY RESTRICTIONS; NOTICE OF TRANSFER**

The Skygarden Workforce Housing Units are hereby restricted to occupancy by Qualified Households for a period of ten (10) years commencing August 1, 2018, for any such Skygarden Workforce Housing Unit, provided, however, Declarant may exchange, from time to time, one or more Rental Workforce Housing Units subject to this Declaration by substituting an equal number of Units in the Regime from the list set forth on Exhibit B attached hereto and incorporated herein by reference, so long as (i) each Unit substituted is currently occupied or reserved for occupancy by a Qualified Household, (ii) the minimum number of Rental Workforce Housing Units required by this Declaration and the Ordinance are designated as Rental Workforce Housing Units pursuant to this Declaration, and (iii) such substitution is reflected on an amendment to this Declaration recorded at least annually which amends Exhibit A by removing one or more Rental Workforce Housing Units released from this Declaration, during the previous twelve (12)-month period, and including an equal number of Units to this Declaration added to this Declaration, simultaneously with any release of a Rental Workforce Housing Unit, during the previous twelve (12)-month period, which, when so added, became, for all purposes under this Declaration, a Rental Workforce Housing Unit. The Declarant shall forward a copy of such amendment to the City at least ten (10) days prior to recording the amendment in the RMC Office for Charleston County.

## **ARTICLE III**

### **GENERAL PROVISIONS**

Section 1.     **Enforcement.** Declarant and/or the Owner(s) shall have the right to enforce all covenants, conditions or restrictions imposed by the provisions of this Declaration by any proceeding at law or in equity; furthermore, this Declaration shall be enforceable by the City by any proceeding at law or in equity, including revocation of a certificate of occupancy.

The Declarant and the Owner(s) hereby acknowledge and agree that the covenants, conditions and restrictions set forth herein are imposed for the term set forth in Article II, in part, for the benefit of the City, and that the City has an interest in real property and social, cultural and economic interests that benefit from the imposition of these covenants, conditions and restrictions. The benefits of these covenants, conditions and restrictions shall run with, bind and burden the Skygarden Workforce Housing Units for the term set forth in Article II. The Declarant and the owners of Units acknowledge and agree that these covenants, conditions and restrictions benefit the Regime, and all Units therein, by providing additional density with the addition of the Skygarden Workforce Housing Units therein. The Declarant, the Owner(s) and the City further

acknowledge and agree that a breach of the covenants, conditions and restrictions set forth herein shall potentially result in a broad range of economic, social, cultural and residential damages to a large number of parties, that such damages are difficult if not impossible to determine, and that the Declarant, Owner(s) and the City shall be entitled to seek such remedies as may be available at law or in equity, including, without limitation, injunctive relief and specific performance. The City shall be entitled to recover reasonable attorney's fees and costs from the Declarant and/or the Owner(s) in the event of a breach of this Declaration by the Declarant and/or the Owners, as the case may be.

Failure by Declarant, the Owner(s) or the City to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

**Section 3. Amendment.** So long as Declarant owns any Skygarden Workforce Housing Unit, Declarant hereby reserves and shall have the sole right, subject to the approval of the City, which approval shall not be unreasonably withheld, to:

- (a) amend this Declaration, or any supplemental declaration, for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein;
- (b) include in any contract or deed, or other instrument hereafter made, any additional covenants, conditions and/or restrictions, including restrictions on use, applicable to any Skygarden Workforce Housing Unit which do not lower the standards of the covenants, conditions and restrictions contained herein; and
- (c) amend this Declaration, or any supplemental declaration, in any manner if such amendment is necessary to: (a) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) enable any reputable title insurance company to issue title insurance coverage on the Skygarden Workforce Housing Units; (c) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on the Skygarden Workforce Housing Units; (d) enable any reputable private insurance company to insure mortgage loans on the Skygarden Workforce Housing Units; and (e) satisfy the requirements of any local, state or federal governmental agency.

**Section 4. Notice.** Any notice required by this Declaration shall be in writing, and shall be delivered either (i) in person, (ii) by first-class, certified mail, return receipt requested, postage prepaid, or (iii) by federal Express (or other nationally recognized overnight courier), return receipt requested, with postage or delivery charge prepaid. If the notice is to the Declarant,

it shall be addressed to the Declarant at the street mailing address first above stated unless fee simple title to the Rental Workforce Housing Units has been subsequently assigned to a new Owner. If the notice is to the City, it shall be addressed to the City at the three addresses set forth below. In addition, any party may designate another address by notice to the other parties as provided herein. Any notice shall be deemed to be given to and received by the other party on the date of delivery if personally delivered, two (2) days after the date of mailing if mailed as described above, and one (1) day after it was placed with the overnight courier as described above. Notice to the City shall be complete only after City Hall, the Housing Director (or the equivalent successor) and Corporation Counsel have each received delivery of the notice:

The City of Charleston  
Attn: Clerk of Council  
City Hall  
80 Broad Street  
Charleston, SC29401

The City of Charleston  
Department of Housing and Community Development  
Attn: Director  
75 Calhoun Street, Suite 3200  
Charleston, SC 29401-3506

The City of Charleston  
Attn: Corporation Counsel  
Legal Department  
50 Broad Street  
Charleston, SC 29401

**Section 5. Survival.** This Declaration and the covenants, conditions and restrictions contained herein shall survive any foreclosure, deed in lieu of foreclosure or death of an Owner during the term of this Declaration as set forth in Article II hereof. In the event of the death of an Owner, the Owner's devisee(s), heir(s), successor(s) and/or assign(s) obtaining an interest in the Skygarden Workforce Housing Unit shall be deemed a Qualified Household, provided such devisee(s), heir(s), successor(s) and/or assign(s) provide written notification to the City of such transfer of interest within sixty (60) days after the death of the Owner.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the day and year first above written.

WITNESSES:

DECLARANT:

**CRP/SSCP WOOLFE STREET OWNER, LLC,**  
a Delaware limited liability company

By: CRP/SSCP Woolfe Street Venture, L.L.C.,  
a Delaware limited liability company  
Its: sole member and sole manager

By: Seine-SCP Woolfe Street, LLC,  
a Georgia limited liability company,  
its administrative member

By: Seine-SCP Woolfe Street Manager, LLC  
a Georgia limited liability company,  
its manager

By: SCP Investments, LLC,  
a Georgia limited liability company  
its manager

By: South City Partners, LLC,  
a Georgia limited liability company,  
its manager

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Its:



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, personally appeared, **CRP/SSCP WOOLFE STREET OWNER, LLC**, a Delaware limited liability company, by CRP/SSCP Woolfe Street Venture, L.L.C., a Delaware limited liability company, its sole member and sole manager, by Seine-SCP Woolfe Street, LLC, its administrative member, by Seine-SCP Woolfe Street Manager, LLC, its manager, by SCP Investments, LLC, its manager, by South City Partners, LLC, its manager, by \_\_\_\_\_, its \_\_\_\_\_, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2017, and acknowledged that he executed the same.

\_\_\_\_\_(L.S.)  
Notary Public for \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

The following units (each of which is a one bedroom unit) shall be the Designated Rental Workforce Housing Units:

Unit 304  
Unit 315  
Unit 408  
Unit 411  
Unit 508  
Unit 511  
Unit 608  
Unit 611  
Unit 708  
Unit 711  
Unit 807  
Unit 809  
Unit 906  
Unit 908

**EXHIBIT B**

Unit 111	Unit 612
Unit 301	Unit 613
Unit 302	Unit 701
Unit 303	Unit 702
Unit 305	Unit 703
Unit 306	Unit 704
Unit 313	Unit 705
Unit 314	Unit 706
Unit 316	Unit 707
Unit 317	Unit 709
Unit 401	Unit 710
Unit 402	Unit 712
Unit 403	Unit 713
Unit 404	Unit 801
Unit 405	Unit 802
Unit 406	Unit 803
Unit 407	Unit 805
Unit 409	Unit 806
Unit 410	Unit 808
Unit 412	Unit 810
Unit 413	Unit 811
Unit 501	Unit 901
Unit 502	Unit 902
Unit 503	Unit 903
Unit 504	Unit 904
Unit 505	Unit 905
Unit 506	Unit 907
Unit 507	Unit 909
Unit 509	Unit 910
Unit 510	Unit 1001
Unit 512	Unit 1002
Unit 513	Unit 1003
Unit 601	Unit 1004
Unit 602	Unit 1005
Unit 603	Unit 1006
Unit 604	Unit 1007
Unit 605	Unit 1008
Unit 606	Unit 1009
Unit 607	Unit 1010
Unit 609	
Unit 610	END

## COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Susan J. Herdina DEPT. Legal

SUBJECT: 2017-2018 MAP OF STREET VENDOR LOCATIONS, 2017-2018 BID SPECIFICATIONS FOR STREET VENDOR SPACES AND FORM OF 2017-2018 FRANCHISE AGREEMENT

REQUEST: Requesting approval of the 2017-2018 Map of Street Vendor locations consisting of 15 vendor spaces, 2017-2018 Bid Specifications for the solicitation of bids for the 15 Vendor Spaces and form of the 2017-2018 Franchise Agreement that will be entered into by the City and the successful bidders of the 2017-2018 Vendor Spaces.

COMMITTEE OF COUNCIL: Ways and Means DATE: May 23, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Susan J. Herdina / N/A</i>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: \_\_\_\_\_ Account #: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

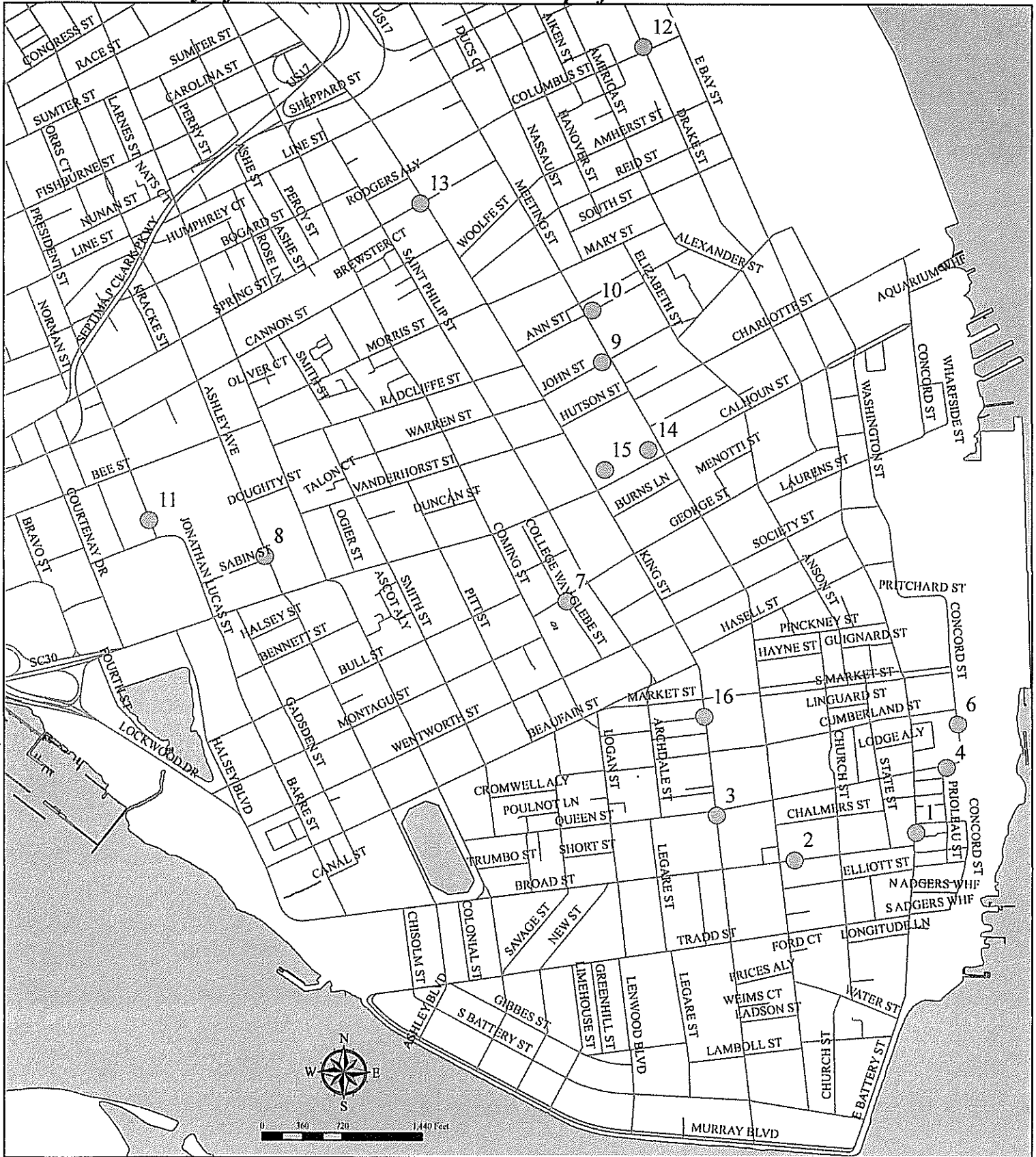
CFO's Signature: *Matthew R. Dept. CFO*

**FISCAL IMPACT:**

Mayor's Signature: \_\_\_\_\_

*John J. Tecklenburg*  
John J. Tecklenburg, Mayor

# City of Charleston - 2017-2018 Map of Street Vendor Locations



● - Vendor Locations

— - Street

\*Vender Location #5 Removed Due to Construction

City of Charleston  
Department of Traffic and Transportation

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DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

**BID SPECIFICATIONS**

**FOR**

**FRANCHISE OF STREET VENDOR SPACES**

**CITY OF CHARLESTON, SOUTH CAROLINA**

**AUGUST 21, 2017 – AUGUST 20, 2018**

## **NOTICE OF BID OPENING**

THE BID OPENING FOR FRANCHISES OF STREET VENDOR SPACES FOR THE SALE OF FOOD OR DRINK OR READING MATERIAL SOLD IN CONJUNCTION WITH THE SALE OF FOOD OR DRINK IS SCHEDULED FOR JUNE 30, 2017, AT 2:00 P.M., IN THE SECOND FLOOR CONFERENCE ROOM, 50 BROAD STREET, CHARLESTON, SOUTH CAROLINA.

**NOTICE FOR SOLICITATION OF BIDS FOR STREET VENDOR  
SPACES IN THE CITY OF CHARLESTON**

The City of Charleston hereby gives notice that it will be accepting sealed bids for the franchising of 16 designated vendor spaces within the City from which the sale of food or drink or reading material sold in conjunction with the sale of food or drink from stationary vehicles, carts or devices may be had.

Bidders will be required to comply with all provisions of Article V of Chapter 17 of the *Code of the City of Charleston*. No bidder will be deemed eligible to submit a bid in accordance with this Solicitation unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City **WHEN DUE** pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation

The successful bidder will be required to execute a Franchise Agreement with the City. Copies of the bid packages, including the proposed Franchise Agreement, may be picked up at the Office of the Deputy Corporation Counsel of the City of Charleston, 50 Broad Street – 2nd Floor, Charleston, South Carolina, from 9:00 a.m. to 5:00 p.m., beginning on **May 30, 2017** through **June 30, 2017**, at 12:00 noon. The designated vendor spaces subject to being franchised are delineated on a Map of Street Vendor Spaces which may be viewed at the Office of the Deputy Corporation Counsel at 50 Broad Street, 2<sup>nd</sup> floor, in Charleston, SC.

Signed and sealed bids must be submitted to the Office of the Deputy Corporation Counsel at the above address no later than **June 30, 2017, at 12:00 noon**. Bids will be opened and read aloud on **June 30, 2017, at 2:00 p.m.**, in the Office of the Deputy Corporation Counsel.



Minimum bids for each of the 16 designated vendor spaces to be franchised have been established and are set forth in the bid package.

**All bids must be accompanied by a deposit in the form of certified funds representing ten (10%) percent of the bid price for each space being bid upon.** The successful bidder's deposit will be applied toward the franchise fee of the successful bidder. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

It is the intent of the City to award a franchise to the highest responsive responsible bidder for each space.

Any violation of the terms or conditions of the Franchise Agreement will be subject to enforcement by the Municipal Summons Ordinance with penalties and fines as set forth in § 1-16 of the *Code of the City of Charleston* or termination of the Franchise Agreement, at the sole discretion of the City.

**THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS NOT DEEMED BY IT TO BE IN THE CITY'S BEST INTEREST.**  
**THE CITY ALSO RESERVES THE RIGHT TO WAIVE INFORMALITIES.**

### **INSTRUCTIONS TO BIDDERS:**

Bidders are responsible for familiarizing themselves with all requirements of these Bid Specifications which include the **Notice to Bidders, Map of 2017-2018 Street Vendor Locations marked as Exhibit A, attached hereto and incorporated by reference herein, List of Minimum Bid Requirements for each space subject to this Solicitation, Bid Specifications and the Franchise Agreement which are attached hereto and incorporated by reference herein.**

**THERE ARE THREE (3) DESIGNATED STREET VENDOR SPACES INCLUDED IN THIS SOLICITATION IDENTIFIED AS VENDOR SPACES #4 IN WATERFRONT PARK, VENDOR SPACE #14 IN MARION SQUARE AT THE CORNER OF CALHOUN AND MEETING STREETS AND VENDOR SPACE #15 IN MARION SQUARE NEAR THE CORNER OF CALHOUN AND KING STREETS MORE FULLY SHOWN ON EXHIBITS B, C AND D ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN. IF ANY OF THESE VENDOR SPACES IS NOT FRANCHISED BY CITY COUNCIL IN ACCORDANCE WITH THIS SOLICITATION, IT WILL NOT AVAILABLE FOR USE BY ANY VENDOR ON A FIRST-COME, FIRST-SERVE BASIS AT ANY TIME. IF SUCH DESIGNATED VENDOR SPACE(S) IS/ARE FRANCHISED IN ACCORDANCE WITH THIS SOLICITATION, EACH VENDOR SPACE HAS ADDITIONAL REQUIREMENTS WHICH ARE CONTAINED IN THE FRANCHISE AGREEMENT.**

The Bid Form must be completely filled in and the signature of the bidder must be in his or her own hand, in ink. A bid deposit of ten (10%) percent of the bid price in the form of certified funds must accompany each bid. The successful bidder's deposit will be applied toward his franchise fee. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

**Unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City WHEN DUE pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation, the bidder's bid will not be accepted.**

The Office of the Deputy Corporation Counsel is located at 50 Broad Street, 2nd Floor, Charleston, South Carolina and will be receiving bids until 12:00 noon, on **June 30, 2017**. Thereafter, at 2:00 p.m., on **June 30, 2017**, bids timely received will be opened and read aloud in the Office of the Deputy Corporation Counsel.

Any bid, along with the appropriate deposit, must be enclosed in a sealed envelope. The envelope will be addressed **"Bid for Street Vendor Space"**, and will contain the name, address and telephone number of the bidder.

The City reserves the right to reject any or all bids not deemed by it to be in its best interest and to waive informalities.

## **ATTENTION BIDDERS**

### Minimum Bid Requirements:

Space Number 1.....\$1,500.00 minimum bid.  
Space Number 2.....\$1,500.00 minimum bid.  
Space Number 3.....\$1,200.00 minimum bid.  
Space Number 4.....\$7,500.00 minimum bid.  
Space Number 5.....Closed Due to Construction.  
Space Number 6.....\$2,500.00 minimum bid.  
Space Number 7.....\$1,500.00 minimum bid.  
Space Number 8.....\$1,500.00 minimum bid.  
Space Number 9.....\$1,200.00 minimum bid.  
Space Number 10.....\$1,200.00 minimum bid.  
Space Number 11 .....\$1,500.00 minimum bid.  
Space Number 12.....\$1,200.00 minimum bid.  
Space Number 13.....\$1,200.00 minimum bid.  
Space Number 14.....\$2,500.00 minimum bid.  
Space Number 15.....\$2,500.00 minimum bid.  
Space Number 16.....\$1,500.00 minimum bid.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name of Bidder (Print Name)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**Hours of operation for Vendor Space Number 14 in Marion Square at the corner of Calhoun and Meeting Streets and Vendor Space Number 15 in Marion Square near the corner of Calhoun and King Streets have been expanded and are set forth in Section 4(C) for Vendor Space Number 14 and in Section 5(D) for Vendor Space Number 15 in the Franchise Agreement which is included in the 2017-2018 Bid Package for Street Vendor Spaces.**

**As a condition to being eligible to submit a bid for Vendor Space Number 15, any person who desires to bid on Vendor Space Number 15 will comply with the following pre-bid requirements:**

**A. As a pre-requisite to being eligible to bid on Vendor Space Number 15, he will submit a description of the food item(s) he desires to sell at Vendor Space Number 15 (the "Submittal") to Harrison Chapman no later than June 16, 2017. Upon the Grantor's receipt of the Submittal, the Grantor will convene a jury panel during June 19 and June 23, 2017 to evaluate and score the Submittal using the criteria set forth in Paragraph 2, page 7 of the Charleston Farmers Market 2016 Vendor Manual ("Manual") which is available online at <http://www.charlestonfarmersmarket.com/cfm-applications>, and all other requirements in the Manual that apply to Food Concessions. By June 23, 2017, the Grantor will notify all persons whose Submittals were juried to advise who is pre-qualified to bid on Vendor Space No. 15.**

**B. If any person is pre-qualified to bid on Vendor Space Number 15 and is approved by City Council to enter into a Franchise Agreement for Vendor Space Number 15, the requirement set forth in A. above will only be mandatory on the days of the Charleston Farmers Market and any other special event at Marion Square sponsored by the City of Charleston.**

**Vendor Space Number 15 will not be available to the successful bidder/Franchisee from February 16, 2018 – April 7, 2018 due to the use of Marion Square for special events during this time.**

**If Vendor Space Numbers 4, 14 or 15 are not franchised in accordance with this Solicitation, the said Vendor Space not franchised shall not be available to Vendors on a first-come/first-serve basis at any time.**

**Any Vendor Space is subject to being re-bid, if needed, at the election of the City of Charleston.**

### **Bid Form**

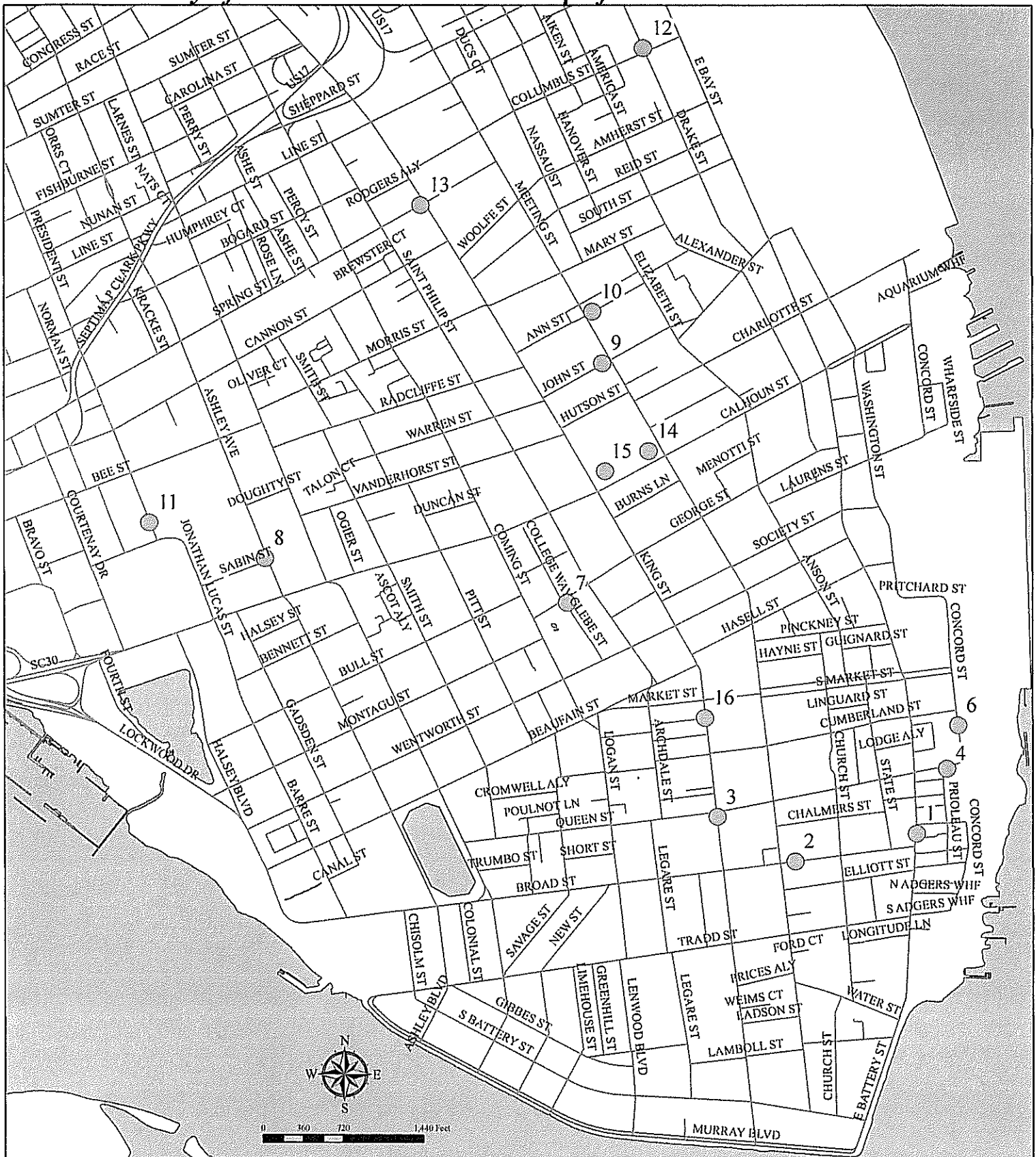
Can you comply with the requirements of the Franchise Agreement? (Circle One)

<u>Space No.</u>	<u>Bid</u>	<u>Deposit</u>	
1.	_____	_____	Yes/No
2.	_____	_____	Yes/No
3.	_____	_____	Yes/No
4.	_____	_____	Yes/No
6.	_____	_____	Yes/No
7.	_____	_____	Yes/No
8.	_____	_____	Yes/No
9.	_____	_____	Yes/No
10.	_____	_____	Yes/No
11.	_____	_____	Yes/No
12.	_____	_____	Yes/No
13.	_____	_____	Yes/No
14.	_____	_____	Yes/No
15.	_____	_____	Yes/No
16.	_____	_____	Yes/No

Exhibit A

2017-2018  
Map  
Of Street Vendor Spaces

# City of Charleston - 2017-2018 Map of Street Vendor Locations



● - Vendor Locations

— - Street

\*Vendor Location #5 Removed Due to Construction

City of Charleston  
Department of Traffic and Transportation



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DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

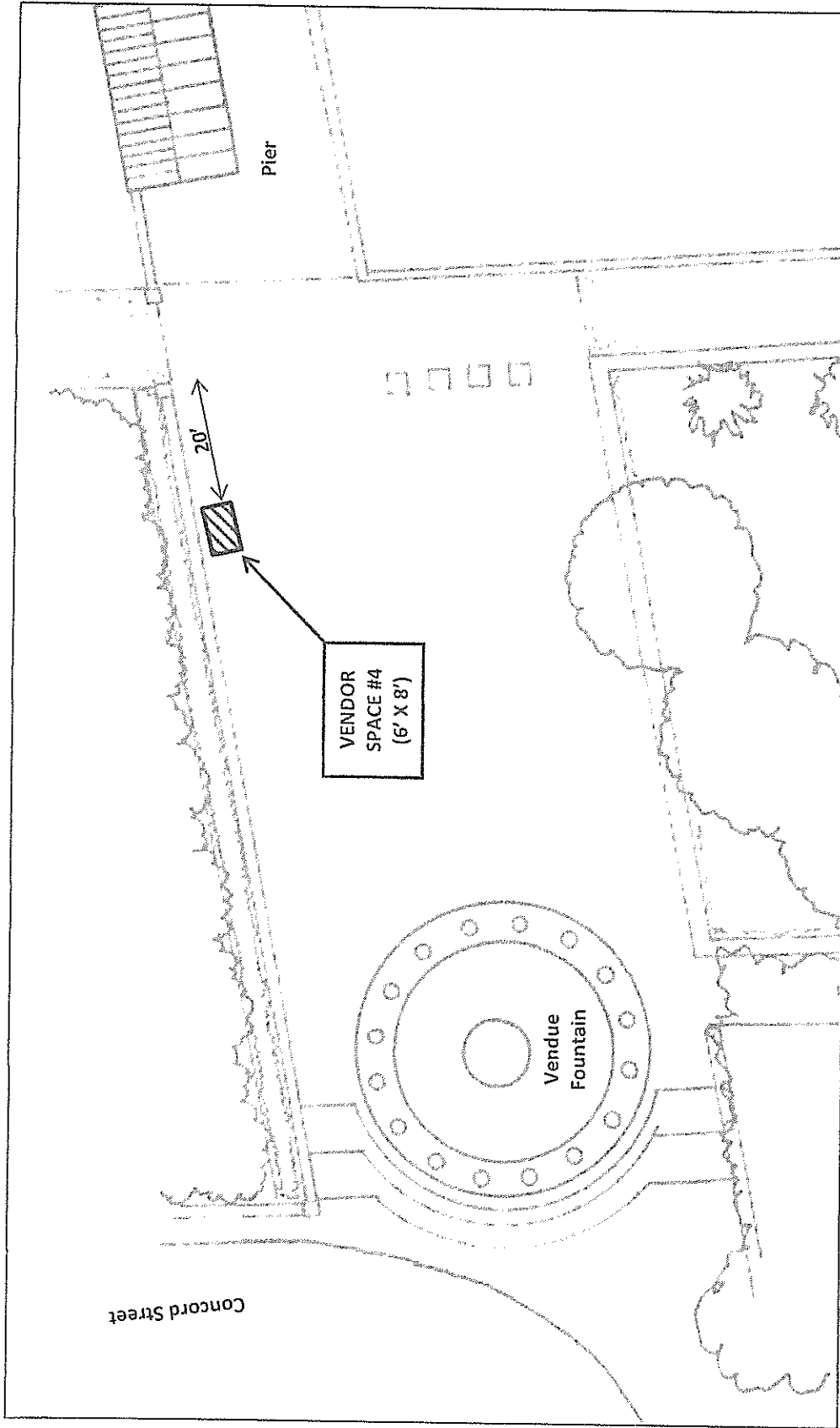


Exhibit B

2017-2018

Map

Of Vendor Space Number 4  
At Waterfront Park



**Exhibit B**

**Waterfront Park - Vendor Locations**

*Not to Scale*



Exhibit C

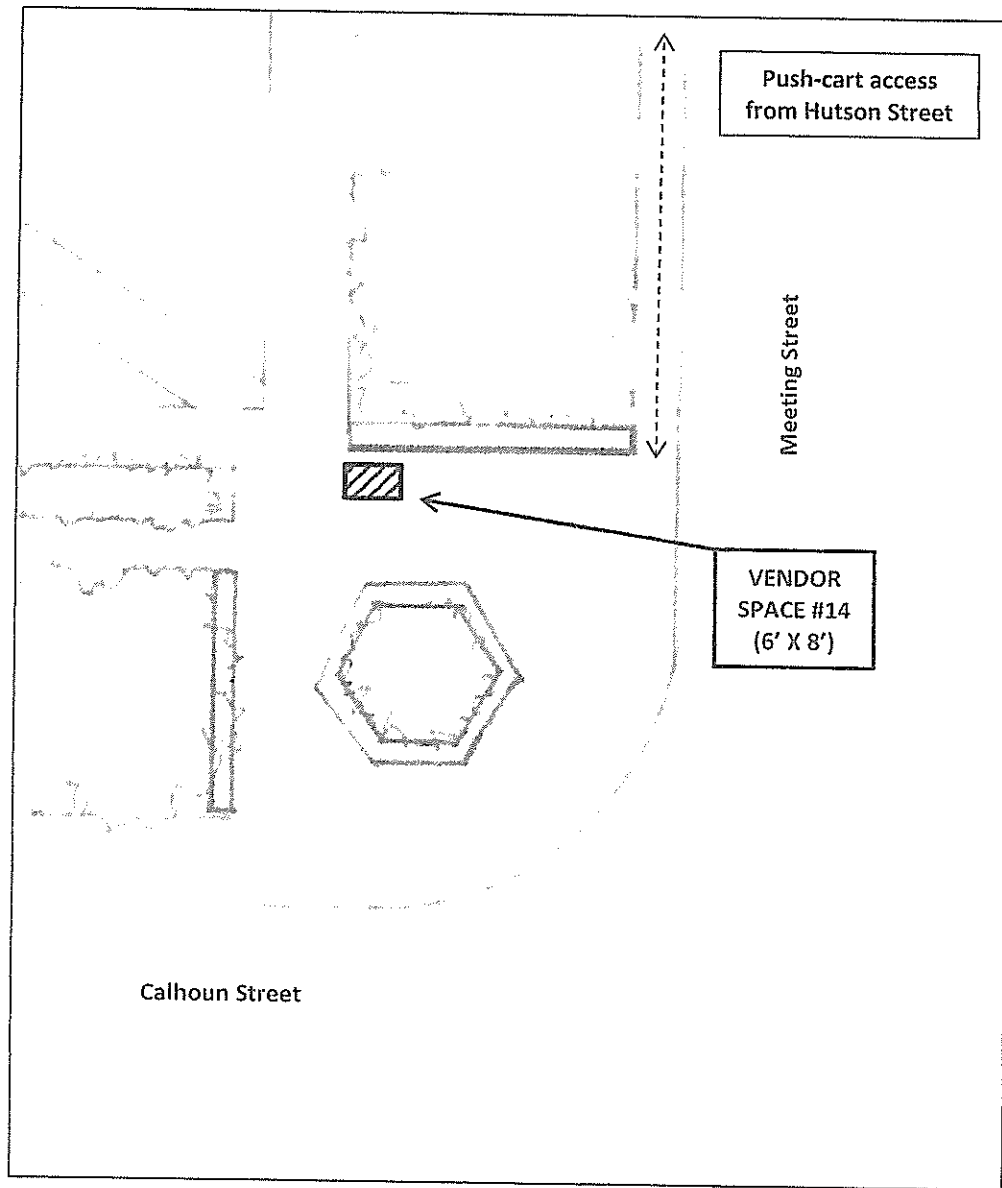
2017-2018

Map

Of Vendor Space Number 14

At Calhoun and Meeting Streets

In Marion Square



Marion Square - Vendor Location (#14)

Exhibit C

*Not to Scale*



NOTE: Vendor space will be 6' x 8'.

Exhibit D

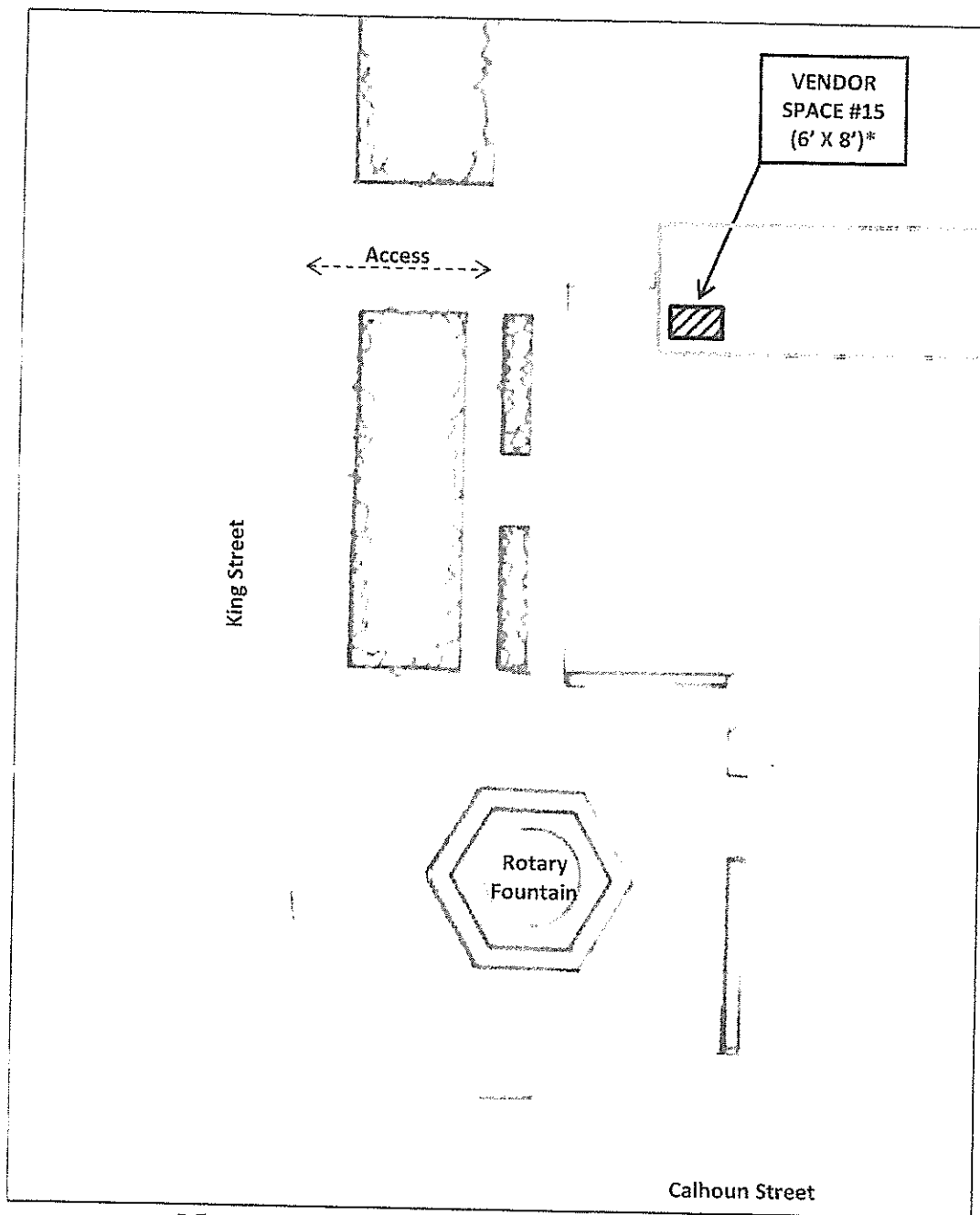
2017-2018

Map

Of Vendor Space Number 15

Near Calhoun and King Streets

At Marion Square



Marion Square - Vendor Location (#15)

Exhibit D

*Not to Scale*



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**FRANCHISE AGREEMENT  
2017-2018**

**FRANCHISE AGREEMENT** executed this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF CHARLESTON**, South Carolina (herein the "Grantor"), and \_\_\_\_\_ (herein the "Grantee") for **Vendor Space Number** \_\_\_\_\_, located at \_\_\_\_\_).

**WHEREAS**, § 17-121 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for the sale of food, drink or reading material sold in conjunction with the sale of food or drink (the "Vendor Spaces" and individually the "Vendor Space"); and

**WHEREAS**, the Committee on Traffic and Transportation recommended and approved that the Vendor Space(s) as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

**WHEREAS**, the Traffic and Transportation Committee and City Council, at a meeting held on \_\_\_\_\_, 2017, approved the specifications for the franchising of Vendor Spaces, as are contained herein; and

**WHEREAS**, after advertising for, and receipt of sealed bids, it has been determined that the franchise for the Vendor Spaces hereinafter described be awarded to the Grantee.

**NOW, THEREFORE,** for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of \$3.00, the receipt and sufficiency of which are hereby acknowledged by the Grantor, it is agreed as follows:

**1. Grant of Franchise:**

There is hereby granted by the Grantor to the Grantee the first right and privilege to sell food, drinks or reading material sold in conjunction with the sale of food or drink from a stationary cart, vehicle or device (the "Stationary Cart") in **Vendor Space Number \_\_\_\_** as is hereinafter delineated, subject to the terms and conditions hereinafter set forth.

**2. For Franchised Vendor Spaces 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13 and 16:**

**A.** The location of the Vendor Space which is the subject of this Franchise Agreement is located at \_\_\_\_\_, and measures and contains approximately 70 square feet with dimensions of 7 feet wide by 10 feet long, and is designated as **Vendor Space Number \_\_\_\_ (the "Vendor Space")** on a **Map of Street Vendor Spaces** marked as "Exhibit A," attached hereto and incorporated by reference herein.

**B.** Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of the Vendor Space as set forth in Paragraph 2(A) above. Prior to the execution of this Franchise Agreement and as a condition precedent thereto, if needed, Grantor shall inspect Grantee's Stationary Cart in



the Vendor Space to verify Grantee's ability to comply with the requirements set forth in Paragraphs 2(A) and 2(B) above. If Grantee's Stationary Cart does not comply with such requirements, Grantee shall not be permitted to sign this Franchise Agreement until such time as Grantee shall comply with requirements.

C. No generator, electricity or open flames shall be permitted in any Vendor Space.

**3. Additional Requirements for Franchised Vendor Space Number 4:**

A. The location of Vendor Space Number 4 is located at **Waterfront Park**, and measures 6' by 8' in size and is designated as **Vendor Space Number 4 (the "Space")** on a **Map of Street Vendor Spaces** marked "Exhibit A," attached hereto and incorporated by reference herein and further defined in "Exhibit B," attached hereto and incorporated by reference herein.

No motorized vehicle shall be used to tow or pull the Stationary Cart to or from Vendor Space Number 4 within Waterfront Park. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of the Vendor Space as set forth in Paragraph 3(A) above. The Grantor reserves the right to relocate Vendor Space Number 4 within Waterfront Park in its sole discretion.

Vendor Space Number 4 shall not be available to any other licensed vendor on a first-come, first serve basis.

**B.** No generator, electricity or open flames shall be permitted in Vendor Space Number 4.

**4. Additional Requirements for Franchised Vendor Space Number 14:**

**A.** Vendor Space Number 14 is located in **Marion Square** at the corner of Calhoun and Meeting Streets and measures 6' by 8' in size and is designated on the **Map of Street Vendor Space Number 14** marked as "Exhibit C" attached hereto and incorporated by reference herein. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 14 as set forth in Paragraph 4(A) above.

**B.** Grantee shall only access Marion Square in order to place and remove a Stationary Cart at Vendor Space Number 14 in the following particulars:

1. As to Vendor Space Number 14, Grantee shall be prohibited from driving his vehicle onto Marion Square for the purpose of placing or removing the Stationary Cart at Vendor Space Number 14. Grantee shall only be permitted to hand-push the Stationary Cart within Marion Square for the sole purpose of setting up and removing the Stationary Cart from Vendor Space Number 14. Public-metered parking spaces are available to the Grantee on Hutson and Meeting Streets in which Grantee is permitted to park

his vehicle, unload and load his Stationary Cart from his vehicle and hand-push his Stationary Cart into and out of Vendor Space Number 14 in Marion Square. The Grantee shall be permitted to stand in the area of Marion Square immediately adjacent to Vendor Space Number 14 while conducting business therefrom. No generator, electricity or open flames shall be used within Vendor Space No 14. The Grantor reserves the right to relocate Vendor Space Number 14 within Marion Square in its sole discretion.

C. With respect to Vendor Space Number 14, in addition to the permitted Hours of Operation set forth in Section 10 herein, Grantee of Vendor Space Number 14 shall be permitted to use Vendor Space Number 14 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

D. Vendor Space Number 14 shall not be available to any other licensed vendor on a first-come, first-serve basis at any time.

**5. Additional Requirements for Franchised Vendor Space Number 15:**

A. Vendor Space Number 15 is located in **Marion Square** near the corner of Calhoun and King Streets, measures 6' by 8' in size or as approved by the Grantor and is designated on the **Map of Street Vendor Spaces Number 15** marked as "Exhibit D" attached hereto and incorporated by reference herein.

**B.** Vendor Space Number 15 will not be available to the successful Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above.

**C.** Grantee shall only be permitted to drive his vehicle onto Marion Square from King Street using the access area from King Street more fully shown on Exhibit D for the sole purpose of setting up and removing his Stationary Cart from Space No. 15. Once Grantee has brought his Stationary Cart onto Marion Square in accordance with this section, Grantee shall be required to detach his Stationary Cart from his vehicle, hand-push his Stationary Cart to Space No. 15 and remove his vehicle from the access area in Marion Square. When exiting Marion Square, Grantee shall also be required to hand-push his Stationary Cart from Space No. 15 to the access area and then to load his Stationary Cart onto a vehicle and remove it from Marion Square. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above. The Grantee shall be permitted to stand in the area immediately adjacent to Space No. 15 while conducting business therefrom. No generator, electricity or open flames shall be used within Space No 15. The Grantor reserves the right to relocate Space Number 15 within Marion Square in its sole discretion.

D. Vendor Space Number 15 shall not be available to any other licensed vendor on a first-come, first-serve basis.

E. With respect to Vendor Space Number 15, in addition to the permitted Hours of Operation set forth in Section 11 herein, Grantee of Vendor Space Number 15 shall be permitted to use Vendor Space Number 15 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Charleston Farmers Market and any other special event at Marion Square sponsored by the City of Charleston.

**6. Term:**

The term of this Franchise Agreement shall be for a period of one (1) year commencing **August 21, 2017, and ending August 20, 2017.**

**7. Franchise Fee:**

As and for the right to utilize the Vendor Space pursuant to the terms of this Franchise Agreement, and as a Franchise Fee therefor, the Grantee shall pay unto the Grantor the sum of \$\_\_\_\_\_ in the form of certified funds with at least one-half (50%) of said sum being due and payable to the Grantor at the Office of the Deputy Corporation Counsel upon the execution of this Franchise Agreement on **July 3 - 7, 2017**, and the final one-half (50%) of said sum in like form being due and payable at the office of the Office of Deputy Corporation Counsel on or before **November 17, 2017.**

**8. Business License/Street Vendor Permit:**

Notwithstanding the payment of the Franchise Fee as set forth in Paragraph 7, the Grantee shall, throughout the term of this Franchise Agreement, maintain a current City of Charleston business license and approved criminal background check in accordance with § 17-95 of the *Code of the City of Charleston* with the Grantor. In addition to the requirements set forth in § 17-95 of the *Code of the City of Charleston*, Grantee shall submit a copy of his or her birth certificate and, if applicable, a Court Order amending his or her birth name as it appears on his or her birth certificate to the City prior to the criminal background check of the Grantee being processed by the Charleston Police Department. Failure by the Grantee to receive an approved criminal background check in accordance with this Paragraph shall constitute grounds for Grantor not approving the Franchise Agreement or immediately terminating the Franchise Agreement with the Grantee at no cost to the Grantor. No employee of a Grantee shall operate in the Vendor Space pursuant to this Franchise Agreement unless the employee has received an approved criminal background check in accordance with the provisions of this Paragraph and provided same to the Grantor.

**9. Public Liability Insurance:**

As a condition of this Franchise Agreement, the Grantee shall acquire and maintain, throughout the term of this Franchise Agreement, public liability insurance insuring against personal injury, death and property damage arising out of Grantee use of the Vendor Space with minimum limits of \$300,000.00 per person, \$600,000.00 per

occurrence and \$300,000.00 for property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified in writing at least ten (10) days in advance of any cancellation of or change in the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Franchise Agreement and during the term of the Franchise Agreement as requested by the Grantor. Notwithstanding this requirement for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims, losses, damages, judgments and expenses, including attorney's fees, that may arise or be alleged to have arisen as a result of the Grantee utilizing the Vendor Space which is the subject of this Franchise Agreement.

**10. Health Regulations:**

The Grantee shall, throughout the term of this Franchise Agreement, comply with any and all applicable rules and regulations as may be promulgated by the South Carolina Health Department ("SCDHEC") pertaining to the public sale or dispensing of food or drink.

**11. Hours of Operation:**

Unless otherwise specified herein, the Grantee shall be entitled to the exclusive use of the Vendor Space from 7:00 a.m. to 7:00 p.m. on a daily basis throughout the term of this Franchise Agreement. On any day during the term of this Franchise Agreement that the Grantee is not open for business at the Vendor Space by 11:00 a.m., or, if during any day of the term of this Franchise Agreement the Grantee shall vacate the Vendor

Space prior to 7:00 p.m., then the Vendor Space, excluding Vendor Spaces Number 4, 14 and 15, shall be available to any other licensed vendor who may occupy the Vendor Space for the remainder of the day. Notwithstanding the foregoing, the Vendor Space shall not be available to any other licensed vendor on a first come first serve basis for any day during the term of this Franchise Agreement before 11:00 a.m. even if the Vendor Space is vacant at any time before 11:00 a.m.; provided, however, in the event that the Grantor shall require the use of the Vendor Space for a Grantor-sponsored event, the Grantor shall provide an alternative space to Grantee for vending during said event at no cost to the Grantor. Also, in the event that construction or a special event is occurring in the vicinity of the Vendor Space, the Grantor shall be able to relocate the Vendor Space to an adjacent area approved by the Grantor that is not impacted by the construction or special event until construction or the special event is concluded.

## **12. Maintenance of Vendor Space:**

The Grantee shall, on a daily basis, remove any and all vending apparatus from the Vendor Space(s) at the end of the day or during any time that the Vendor Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Vendor Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Vendor Space, as well as any and all areas within forty (40) feet of the perimeter of the Vendor Space.



**13. Meter Feeding/Encroachment:**

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Vendor Space. Meter feeding by the Grantee or any of its employees or agents is expressly prohibited.

**14. Recyclable Materials:**

The Grantee shall utilize recyclable or biodegradable containers and/or materials in the sale of food or drink at the Vendor Space.

**15. Assignment/Subletting:**

The Grantee shall not, under any circumstances, assign or sublet, enter into a partnership agreement or any other agreement regarding any of its rights to the Vendor Space or any of its rights under this Franchise Agreement to any other person, firm or entity. In addition to the prohibition against assignment or subletting of the Vendor Space, Grantee shall be prohibited from allowing any individual to occupy and operate from the Vendor Space unless such individual is an employee of the Grantee. The Grantor shall have the right to inspect Grantee's books and other documents to verify the employment status of any individual occupying and/or operating within the Vendor Space with the permission of the Grantee. In the event Grantor is unable to verify that such individual occupying and/or operating within the Vendor Space is a bona fide employee of Grantee, this Franchise Agreement may be terminated at no cost to the Grantor.

**16. Conduct:**

The Grantee shall be responsible for the conduct of the Grantee and its employees and shall see that, at all times, Grantee and its employees maintain a courteous demeanor to their customers and other members of the public. No hawking of or screaming at potential customers shall be permitted. The Grantee shall also be responsible for ensuring that Grantee and his employees are appropriately dressed while conducting Grantee's business in the Vendor Space. Failure of the Grantee to fulfill this requirement shall be immediate grounds for termination of this Franchise Agreement at no cost to the Grantor.

**17. Suspension/Termination:**

In addition to all other rights and powers pertaining to the Grantor by virtue of this Franchise Agreement or otherwise, the Grantor reserves the right to suspend or terminate this Franchise Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) violates any provision of this Franchise Agreement or any rule, order or determination of the Grantor made pursuant to this Franchise Agreement;

(2) violates the provisions of Chapter 7, §§ 17-91, 17-92, or 17-121 of the *Code of the City of Charleston*.

(3) becomes insolvent, unable or unwilling to pay his debts or is adjudged a bankrupt;

(4) misrepresents his income for purposes of a business license;

(5) is convicted of a crime of moral turpitude;

(6) harasses or in any way interferes with other vendors operating within the City of Charleston;

(7) attempts to evade any of the provisions of this Franchise Agreement or practices any fraud or deceit upon the Grantor;

(8) repeatedly engages in conduct that is rude or disruptive to the public order;

(9) fails to pay the Franchise Fee as provided herein when due;

Or

(10) fails to pay any outstanding Franchise Fees, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston.

In the event that the Grantor seeks to suspend or terminate this Franchise Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation no later than fifteen (15) days after Grantee receives notice of such suspension or termination or as soon thereafter as practicable. In the event of such suspension or termination, there shall be no refund to the Grantee of any portion of the Franchise Fee.

In the event that this Franchise Agreement is terminated due to Grantee's failure to pay the remaining balance of the Franchise Fee by **November 17, 2017**, or if Grantee

is delinquent in the payment of the City of Charleston's current and/or prior years' Business License fees and/or Hospitality Fees, Grantee shall be prohibited from occupying and operating within the Vendor Space for the remainder of the term of this Franchise Agreement but shall continue to be responsible for the payment of the remaining balance of the Franchise Fee pursuant to this Franchise Agreement. Upon the termination of this Franchise Agreement for Grantee's failure to pay the remaining balance of the Franchise Fee, the Vendor Space shall become available to any licensed vendor who meets the qualifications of § 17-121 of the *Code of the City of Charleston* on a first come, first serve basis excluding Vendor Space Numbers 4, 14 and 15 which shall not be available to any other licensed vendor on a first-come, first-serve basis. In the event of the termination of this Franchise Agreement due to failure to pay the Franchise Fee of the City of Charleston's current and/or past years' outstanding Franchise Fees, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston as set forth herein, Grantee shall be prohibited from operating as a street vendor in a vendor space on a first-come, first-serve basis, or as a peddler in accordance with Chapter 17 of the *Code of the City of Charleston* until such time as all delinquent fees are paid in full by Grantee.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Franchise Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston*, including the penalties and/or fines as set forth therein.

**18. Compliance with City Ordinances:**

Notwithstanding this Franchise Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to vending as that term is defined in § 17-92 of the *Code of the City of Charleston*.

**19. Breach of Franchise Agreement by Grantee:**

A breach of this Franchise Agreement, including but not limited to the Grantee's failure to pay all sums when due to the Grantor as provided in this Franchise Agreement, and any City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, in addition to any other remedies as provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Vendor Space and entering into a Franchise Agreement. In the event the Grantee defaults on any term of this Franchise Agreement, including non-payment of the any outstanding Franchise Fees when due, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, the Grantor shall have the right to pursue all legal remedies available at law or in equity against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

If the Grantee is aggrieved by the action of the Grantor as provided herein, the Grantee shall have the right to appeal to the Traffic and Transportation Committee by filing with the City's Clerk of Council a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal shall be filed within fifteen (15)

days after the Grantee receives actual notice of the decision of the Grantor. No Franchise Agreement shall be revoked unless and until seven (7) days' notice of a hearing shall have been given to the Grantee and thereafter, such hearing is duly had thereon by the Traffic and Transportation Committee.

**20. Further Agreement, Waiver by Grantee and Reservation by Grantor:**

The Grantee agrees to abide by all provisions of this Franchise Agreement and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Franchise Agreement are unreasonable, arbitrary or void.

**21. Modifications:**

Any modifications of the provisions of this Franchise Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

**22. Governing Law:**

This Franchise Agreement shall be governed by the laws of the State of South Carolina.

**IN WITNESS WHEREOF**, the parties have set their hands and seals this day  
and year as aforewritten.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**CITY OF CHARLESTON**

By: \_\_\_\_\_  
John J. Tecklenburg, Mayor  
Grantor

\_\_\_\_\_  
Date

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

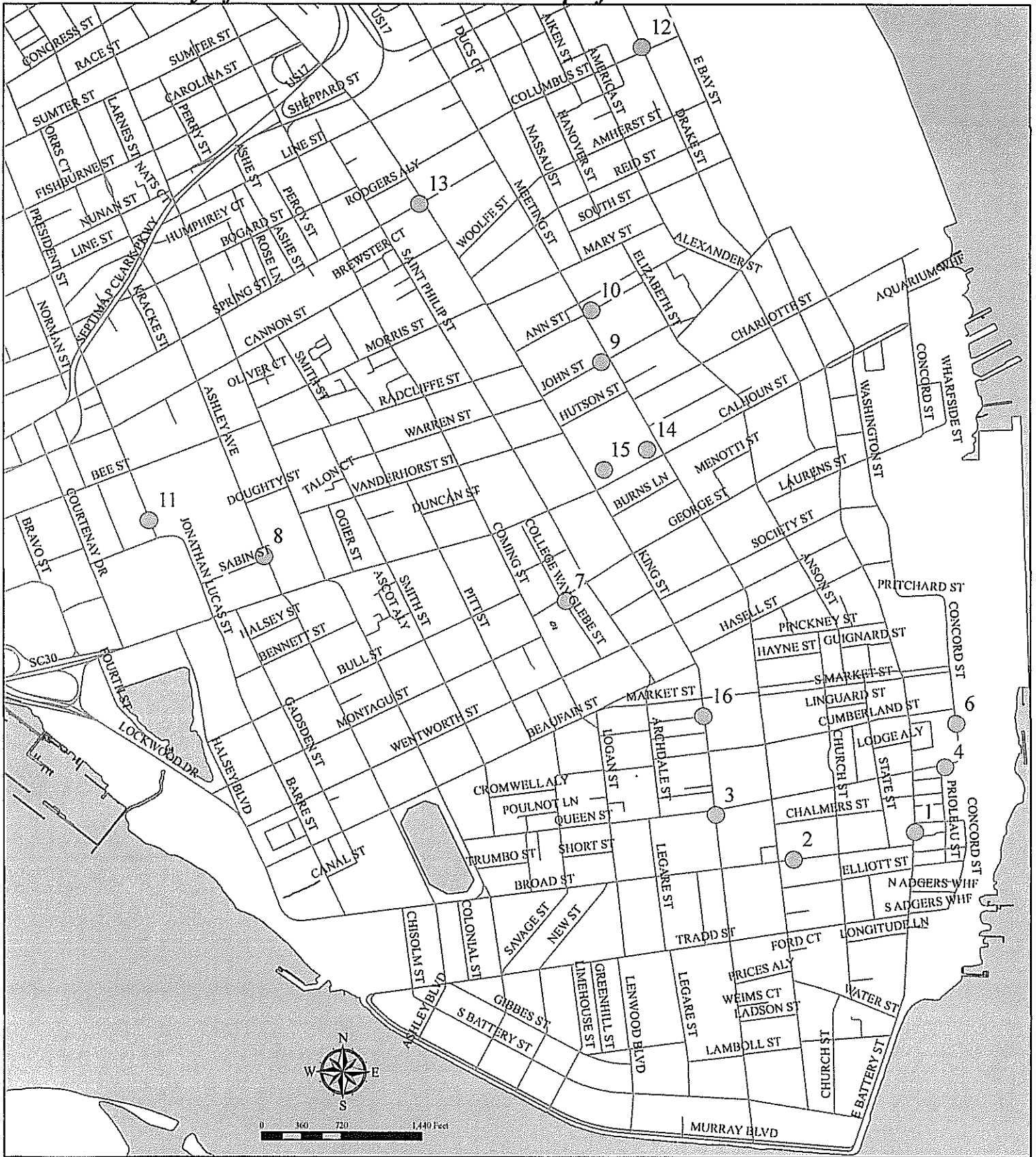
\_\_\_\_\_  
Date

## Exhibit A

### 2017-2018 Street Vendor Map



# City of Charleston - 2017-2018 Map of Street Vendor Locations



City of Charleston  
Department of Traffic and Transportation

THE CITY OF CHARLESTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION PROVIDED HEREIN OR DERIVED FROM THIS PRODUCT. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF CHARLESTON EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



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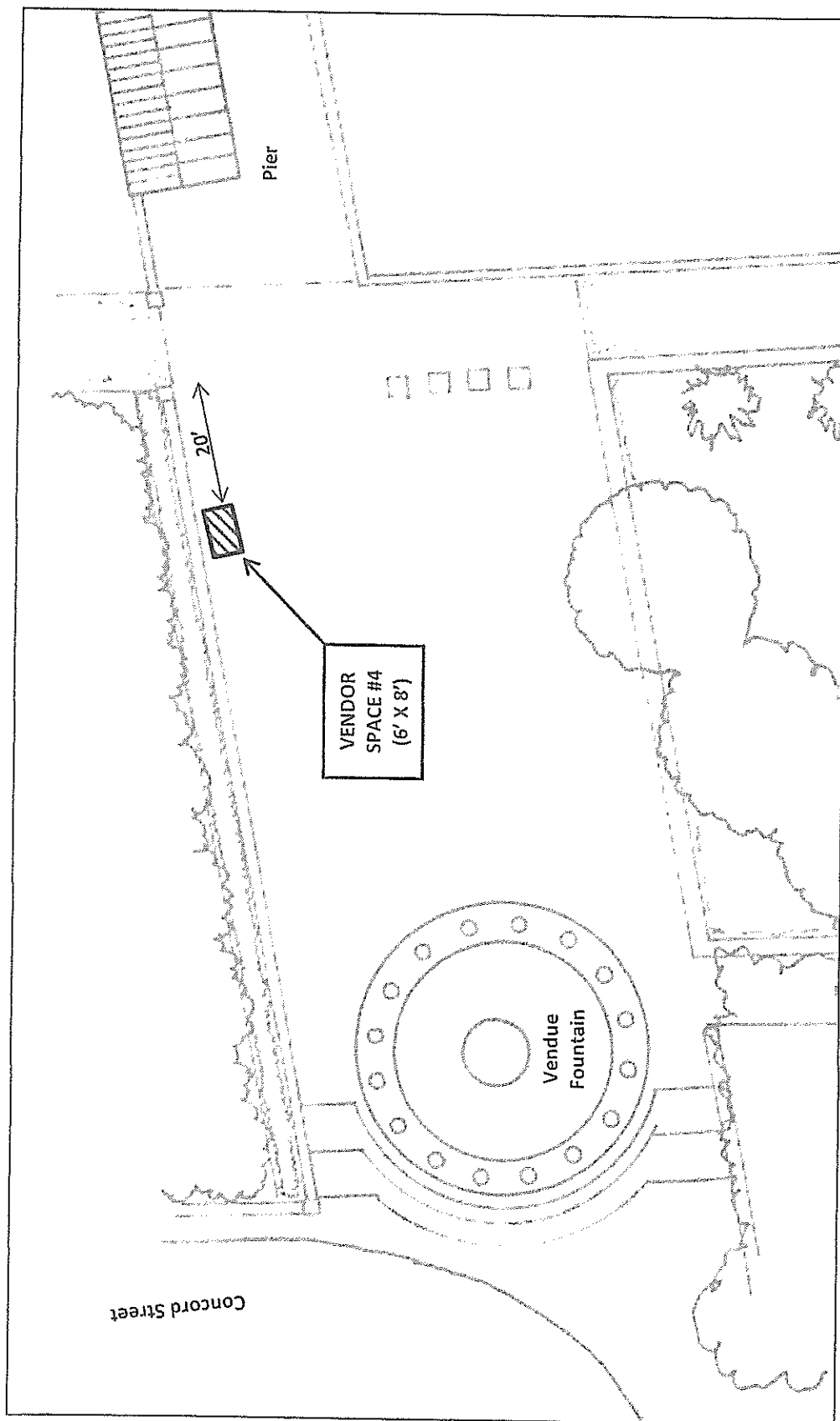
DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

Exhibit B

2017-2018 Waterfront Park Vendor Map

for

Vendor Space Number 4



**Exhibit B**

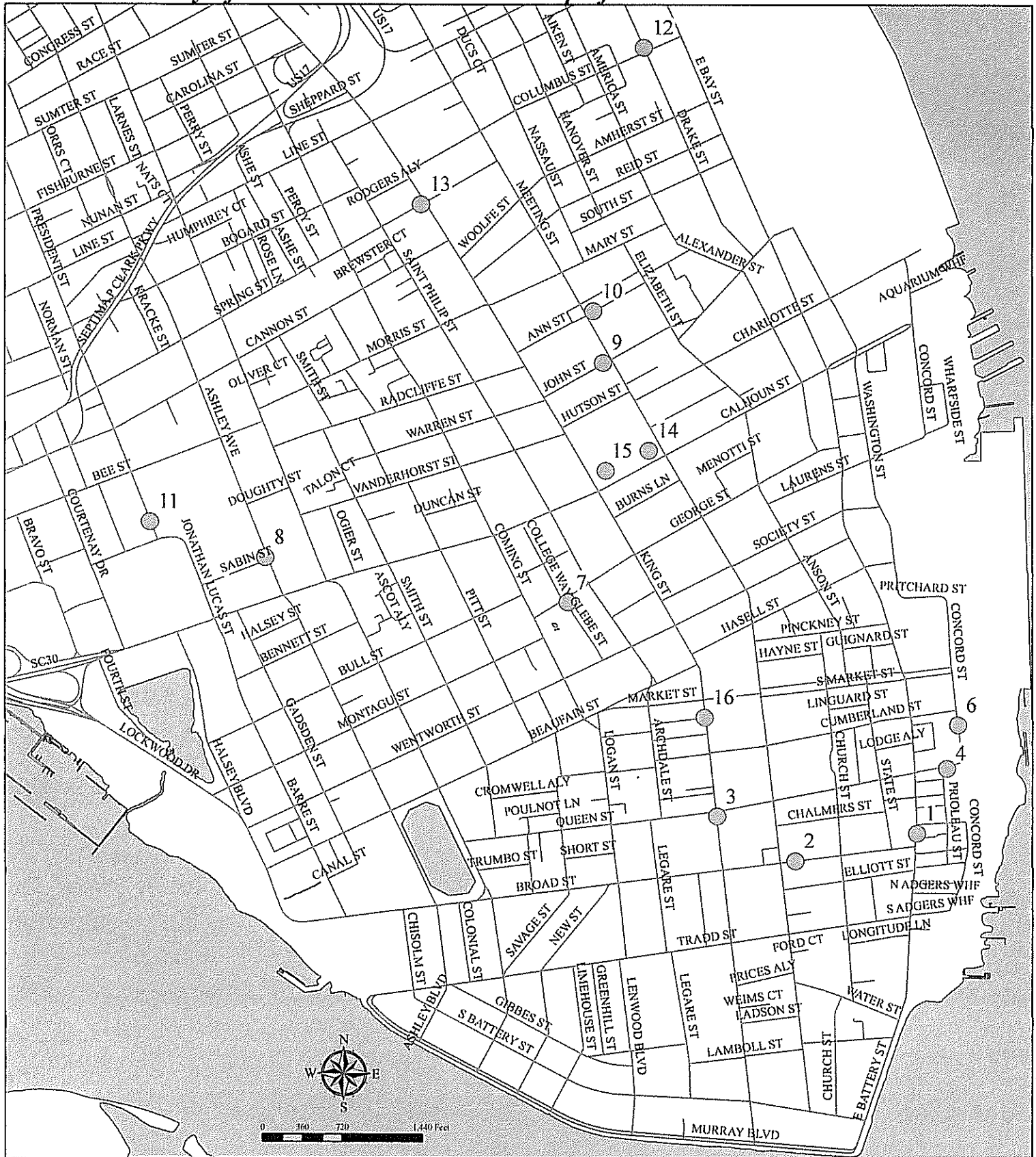
**Waterfront Park - Vendor Locations**  
*Not to Scale*



## Exhibit A

### 2017-2018 Street Vendor Map

# City of Charleston - 2017-2018 Map of Street Vendor Locations



● - Vendor Locations

— - Street

\*Vender Location #5 Removed Due to Construction

City of Charleston  
Department of Traffic and Transportation

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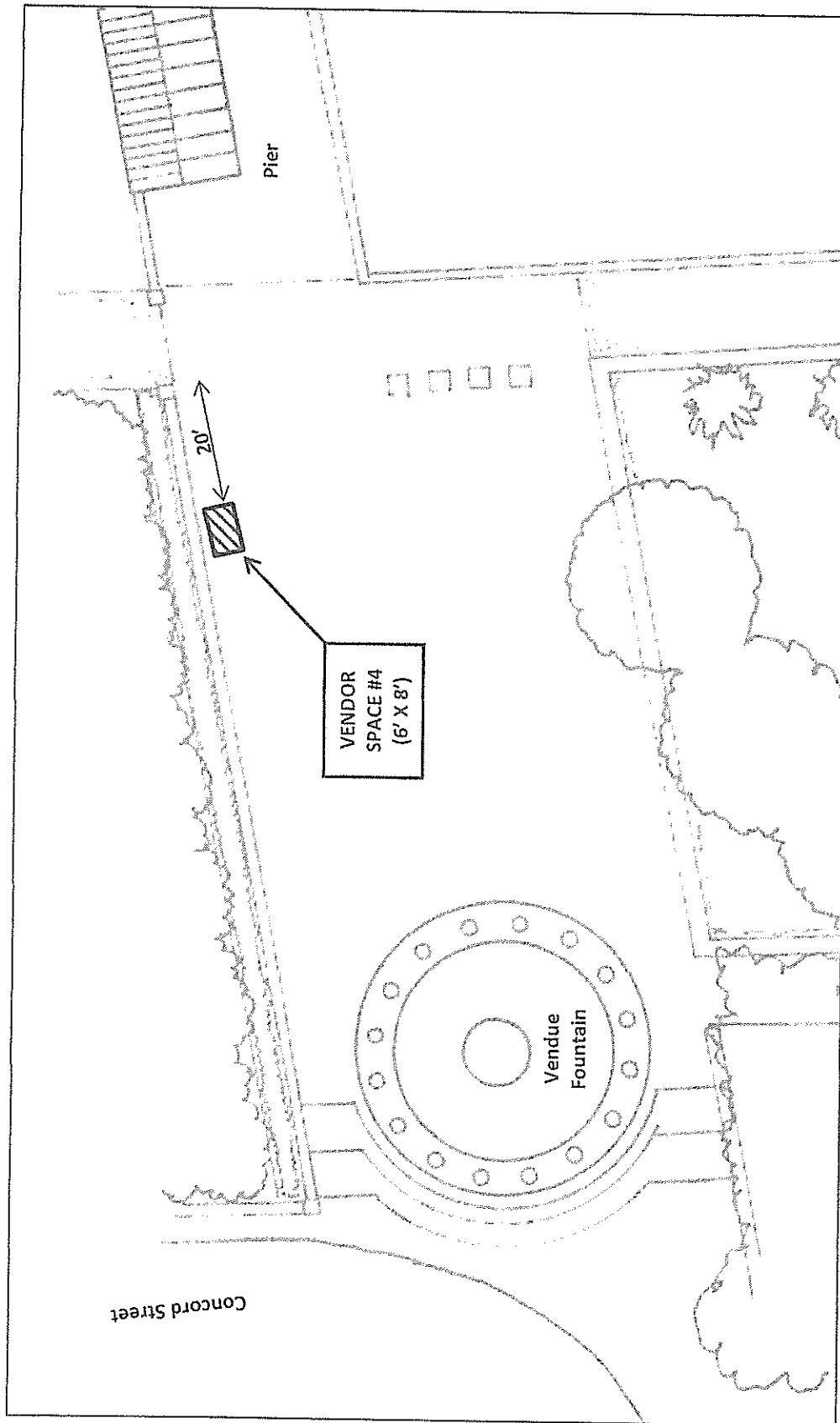
DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

Exhibit B

2017-2018 Waterfront Park Vendor Map

for

Vendor Space Number 4



**Exhibit B**

**Waterfront Park - Vendor Locations**  
*Not to Scale*



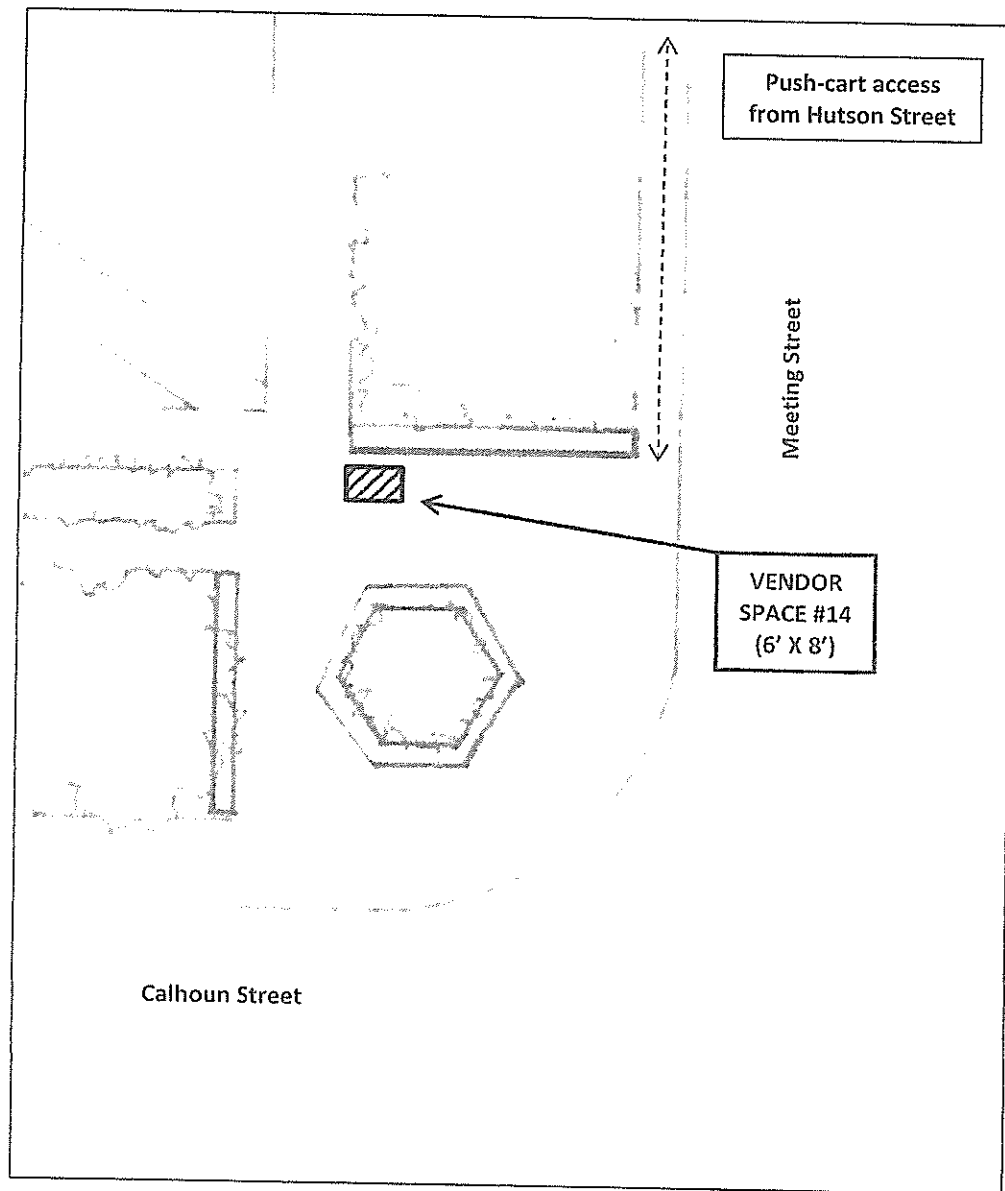
Exhibit C

2017-2018 Marion Square Vendor Map

for

Vendor Space Number 14





Marion Square - Vendor Location (#14)

**Exhibit C**

*Not to Scale*



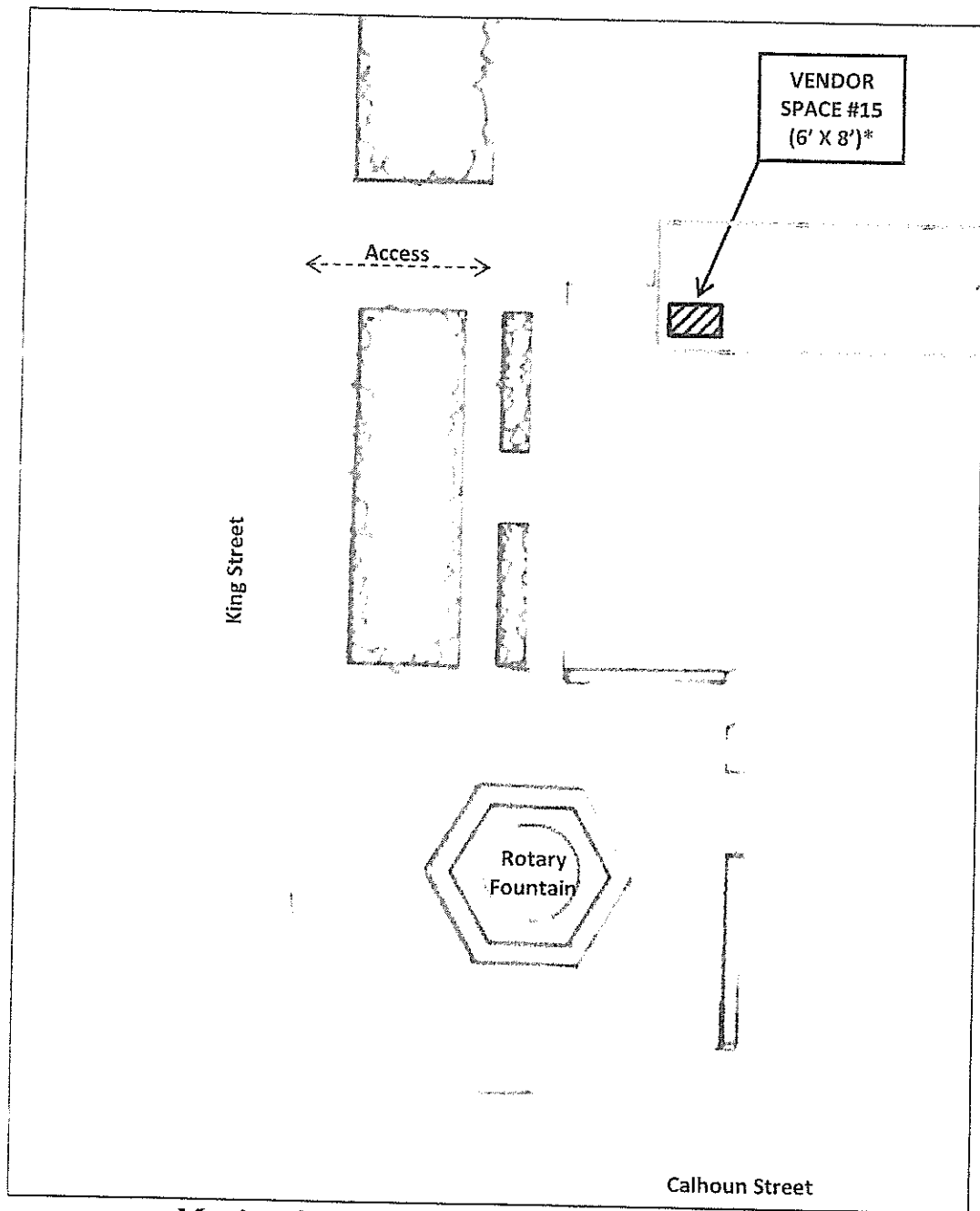
NOTE: Vendor space will be 6' x 8'.

Exhibit D

2017-2018 Marion Square Vendor Map

for

Vendor Space Number 15



Marion Square - Vendor Location (#15)

Exhibit D

*Not to Scale*

